

Solicitors' Journal & Reporter.

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To CORRESPONDENTS.—All letters intended for publication in the "Solicitors' Journal" must be authenticated by the name of the writer. The Editor cannot undertake to return MSS. forwarded to him.

CURRENT TOPICS.

MR. EDWARD WINGFIELD, barrister, has been appointed an assistant Under-Secretary of State for the Colonies, in the place of Mr. William Rolle Malcolm, resigned. Mr. Wingfield was educated at Winchester, and was formerly fellow of New College, Oxford, where he graduated first class in classics and second class in mathematics in 1854. He was called to the bar at Lincoln's Inn in Trinity Term, 1859, and has practised in the Chancery Division.

SOME OF THE VERSIONS of the Berlin Treaty in the daily papers have not contained the full provisions as to the navigation of the Danube. The following is a summary of the mode in which the Congress has dealt with this subject. By art. 46 of the Treaty the whole of the Delta of the Danube and the Isle of Serpents have become part of Roumania, and by article 54 the European Commission is to arrange with the proper party for securing the maintenance of the lighthouse on the Isle of Serpents. By article 52 all fortifications on the banks of the Danube below the Iron Gates (i.e., below the boundary of Hungary and Roumania) are to be razed, and no new

ones erected. Also no vessels of war are to be allowed, except light vessels for river police and for customs' service. Austria proposed formally to declare this part of the river neutral, but the proposal was not adopted. By article 53 Roumania is added to the European Commission, and its jurisdiction is extended up the river as far as Galatz, instead of only to Isatscha. Austria proposed that the European Commission should be continued permanently, but Russia objected to this, and the Treaty only provides (article 54) for some arrangement being made on this subject before the term fixed for the termination of the commission (i.e., 1883). By article 85 the part of the river between the Iron Gates and Galatz is subjected to regulations respecting navigation, river police, and supervision, to be framed by the European Commission, assisted by delegates from the riparian States, and in harmony with those which have been or may be issued for the part of the river below Galatz. By article 57 the execution of the works at the Iron Gates and the Cataracts is confided to Austria, instead of to the riparian Powers, as provided by the Treaty of London of March 13, 1871, as well as the right to levy a temporary tax to cover the cost of these works.

On the whole, these arrangements seem to us as satisfactory as could be reasonably expected, having regard to all the circumstances, and especially to the fact that, of the Powers represented at the Congress, Austria was the only one besides England which had any strong interest in the navigation of the Danube being kept open and free from all obstructions.

OUR OLD FRIEND, the "bare trustee," in section 48 of the Land Transfer Act, has re-appeared in the courts during the present week, and it has been contended that, under the ubiquitous generality of this expression, there may be included an unpaid vendor who dies intestate before conveyance. Mr. Dart and his learned editor, it will be remembered, have attempted to supply the want of a definition in the statute of a "bare trustee" by suggesting that "it will probably be held to mean a trustee to whose office no duties were originally attached, or who, although such duties were originally attached to his office, would, on the requisition of his *cestuis que trust*, be compellable in equity to convey the estate to them or by their direction, and has been requested by them so to convey it"; and this definition (except the last clause) was spoken of with approbation by Hall, V.C., in *Christie v. Ovington* (24 W. R. 204), and was relied on in the recent case. The Master of the Rolls declined to stretch the meaning of the expression to the extent contended for, and said that, in his opinion, no person who had a beneficial interest in the property could be said to be a bare trustee. The decision, if we may venture to say so, seems to us unquestionably correct, but it might, perhaps, have been put on a stronger ground. As Mr. Lewin points out, a vendor after the contract for sale is a trustee for the purchaser *sub modo* only; for instance the estate will pass by a general devise in his will where it would not have been included had the testator been a mere and express trustee (*Wall v. Bright*, 1 J. & W. 494). It is tolerably clear that this qualified kind of constructive trusteeship could not be meant by the phrase "a bare trustee." The controversy as to the meaning of this expression is a curious instance of the indefiniteness which may attach to legal terms long in use. The expression "bare trustee" occurs, as is well known, in three sections of the Abolition of Fines and Recoveries Act; yet, forty-five years after the passing of that Act, we are still disputing as to its meaning.

A KIDDERMINSTER PAPER states that one of the curates of a neighbouring parish is quitting "in consequence of the vicar taking objection to the colour of a pair of trousers which he wore while officiating on several occa-

sions;" that local feeling has been strongly provoked by the affair, and that a movement is on foot to present the curate with a testimonial. Probably neither the reverend gentleman who wore the coloured trousers nor his sympathizers are aware that the garb of the clergy of the Church of England, as well in their houses as in public, has long been prescribed by law. A Constitution of Archbishop Stratford in the year 1343, reciting that the clergy had apparelled themselves "like soldiers rather than clerks, with an upper jump [sic] remarkably short, with excessive wide sleeves, not covering the elbows," to obviate "these miscarriages," ordained that "if any of them do exceed in any particular before expressed," they should incur suspension, or be disabled from obtaining a benefice, for the respective times mentioned in the Constitution. And the 74th canon of 1603 (which Sir Robert Phillimore, in the *Purchase* case, said was still in force) ordains, "hoping that in time new fangleness of apparel in some factious persons will die of itself, . . . that in private houses, and in their studies, the said persons ecclesiastical may use any comely and scholar-like apparel, provided it is not cut or pinckt; and that in public they go not in their doublet and hose without coats and cassocks, and that they wear not very light-coloured stockings." Perhaps considering the difference between the garb of 1603 and that of our day, the vicar may not be very far wrong in considering this last restriction as transferred to the modern outer covering of the curate's legs.

IT SEEMS we were right last week in warning the county court judges not to reckon without the Treasury, and therefore not to be too jubilant over the recommendation of the committee that their salaries should be raised to £2,000 a-year. It has been speedily announced that the Government cannot assent to this increase of salary; and, under these circumstances, it is intimated that the County Court Jurisdiction Extension Bill "can hardly be proceeded with." The community will probably be able to bear this threat with equanimity.

The *Daily News* announces that Mr. William Wyke Smith, the solicitor to the Metropolitan Board of Works, died somewhat suddenly at his residence, near Hampton Court, on Sunday night, from heart disease.

A number of friends and contemporaries at the Bar entertained Mr. Arthur Wilson, of the Common Law Bar, at dinner on Wednesday last, the 24th inst., on the occasion of his appointment as judge of the High Court of Judicature, Bengal. Mr. J. R. Bulwer, Q.C., M.P., presided, and there were present, among others, the Solicitor-General, Mr. Serjeant Parry, Sir James F. Stephen, Q.C., Right Hon. E. Gibson, M.P. (Attorney-General for Ireland); Hon. D. Plunket, Q.C., M.P. (late Solicitor-General for Ireland); Mr. A. E. Miller, Q.C. (Railway Commissioner), Mr. Cohen, Q.C., Mr. Inderwick, Q.C., Mr. W. G. Harrison, Q.C., Mr. Meadows White, Q.C., Mr. Willis, Q.C., Mr. Arthur Charles, Q.C., Mr. Grantham, Q.C., M.P., Mr. Marriott, Q.C., Mr. R. E. Webster, Q.C., &c., &c. Lord Justice Thesiger, Mr. Baron Pollock, Mr. Watkin Williams, Q.C., Mr. Herschell, Q.C., M.P., and many others, were unavoidably absent, owing to the exigencies of circuit.

The London correspondent of the *Manchester Guardian* says that, notwithstanding the intimation that not the Foreign Office but the War Office is responsible for the administration of Cyprus for the present, the more influential officials at Downing-street continue to be flooded with applications for appointments, and it is said that in one shape or other the number has reached over 500. For a supposed post of chief of the police, the creation of which has not yet been resolved upon, the specific applications exceed fifty.

"USUAL COVENANTS" IN A LEASE.

In *Hampshire v. Wickens* (26 W. R. 491), the Master of the Rolls held that a covenant not to assign or underlet is not a usual covenant in a lease of a dwelling-house in Kensington—a decision as much in accordance with the authorities as, probably, it is in conflict with modern practice. Lord Thurlow, in *Henderson v. Hay*, said that, although the covenant not to assign without licence might be very usual where a brewer or a vintner let a public-house, that did not make it a common covenant; and he refused to insert it in a lease of a public-house under an agreement for a lease of the house, with other premises, "upon common and usual covenants." In *Burne v. Baban* (15 Ves. 528, not cited in the recent case), however, Sir W. Grant, M.R., in the first instance, said that the understanding of the profession was that a covenant against assigning without notice was a usual covenant, and held that, under an agreement for a lease "with usual covenants," the lessor was not entitled to a covenant against assigning or underletting without licence. But very shortly after this decision was given, Lord Eldon, in *Church v. Brown* (15 Ves. 258), said the law was unquestionably as Lord Thurlow had declared it in *Henderson v. Hay*, and held that under an agreement for a lease the lessor is not, without express stipulation, entitled to a covenant restraining alienation without licence. Upon this it was agreed that the plaintiff in the case before Sir W. Grant should take a lease without the covenant. And in 1866, in *Buckland v. Papillon* (14 W. R. 380, L. R. 1 Eq. 477), Lord Romilly, in giving judgment, said he did not consider that a covenant not to assign without permission could be held to be included amongst usual covenants in a lease.

Authority is therefore in favour of the decision of the Master of the Rolls in the recent case, that the covenant not to assign or underlet is not to be inserted under an agreement for "usual covenants"; but the learned judge, as is his wont, was not content to rest on authority, but laid down certain general principles. He said that the practice may vary with time; that "usual" means "according to the usual practice of mankind," and that "what is well known at one time may come to be unknown at a later time and something else may take its place." From this it would appear that the general practice at any particular time is to be the guide as to what covenants are to be inserted under an agreement for "usual covenants"; hence, although in Lord Eldon's time a covenant not to assign or underlet was held not to be usual, it might now be held to be usual if, in point of fact, it has become usual. And then, in order to ascertain whether the covenant is or is not usual, the learned judge is reported to have turned to the last edition of the fifth volume of Davidson, pp. 148, 149; where he said that "there is no such covenant as alleged." The reference appears to be to Precedent 19—described as a "lease to a builder's nominee of a first-class house in London . . . with usual covenants"—which contains no covenant against assigning or underletting. But if we look at other precedents of leases of houses in the same volume, we shall find this covenant inserted. Thus the lease of a house "with usual clauses," at p. 108, contains a covenant not to assign without licence; the lease of a mansion house, with "usual covenants," at p. 112, contains a covenant not to assign or underlet; both the leases of public-houses (pp. 126, 134) contain covenants not to assign or underlet, and the lease of a house within the limits of the metropolis, on p. 142, contains a covenant not to assign without licence. The two forms of leases of dwelling-houses in *Prideaux* contain the covenant. Mr. Davidson, in his *Concise Precedents*, in a "lease of a house in a town," includes this covenant. And Mr. Andrews, in his useful *Precedents of Leases*, includes the covenant in the "ordinary form" of lease of a dwelling-house. We think, therefore, that if practice is to settle the rule and

the books of precedents are to be taken as settling the question of what is the practice, the decision of the Master of the Rolls ought to have been the other way.

But we do not think either that books of precedents ought to be taken as conclusive evidence of the general practice, or that the rule depends altogether upon general practice. The compiler of a book of precedents often either gives all the clauses which may be required, without much regard to the question of what are or are not quite usual; or else he reproduces a precedent as finally settled in an important case after the lessee's advisers have diligently pruned out of it all clauses which the authorities enable them to remove. In either case the precedent is obviously misleading as a test of the general practice with reference to the insertion of the covenant. This general practice can only be ascertained from practitioners.

But we doubt whether the learned Master of the Rolls, when he spoke of the matter being one to be settled by the actual practice of conveyancers, and as one with regard to which a different rule might prevail at different times, had before his mind the observations of Lord Eldon in the first part of his judgment in *Church v. Brown*. The real root of the doctrine appears to be, not the general practice in Lord Eldon's time, but the jealousy with which the law looks at restrictions on alienation; for Lord Eldon stated (p. 270), as the ground of his opinion, that, "where the interest to be demised carries with it the power of alienation, it can be shut out only by express contract."

THE LEGAL OFFICES COMMITTEE ON JUDGES' CHAMBERS.

THE evidence given before the Legal Offices Committee as to judges' chambers was probably the most interesting and valuable of all they received. The number of witnesses examined was limited, but many of them were men of exceptional knowledge of the subject. Mr. Crossman, for instance, who represented the solicitors' view, has had thirty years' experience of the common law judges' chambers; Mr. J. M. Johnstone, the managing common law clerk to Messrs. Gregory & Co., speaks from the results of very large daily experience; and Mr. J. E. Saunders, who gave the judges' clerks' view, has had fifty-three years' experience in chambers.

The committee appear to have considered themselves restricted to the duties of the judges' clerks and the manner in which they are performed, leaving the general question as to the conduct of business in chambers to the committee of judges. Upon the subject of the reasons for the complaints which have recently been so rife as to judges' chambers, some instructive remarks are made by the witnesses. They agree, in the first instance, that the business has largely increased. Mr. J. M. Johnstone gave it as his opinion that there were more summonses, per action, taken out than there were before the Judicature Act; and Mr. J. E. Saunders said that "there is a general increase of business as well as in the number of summonses issued in each action. I think that order 14 has brought an immense increase of business." And, while the business has increased, the competence of the judges' clerks has diminished. Formerly, the chamber clerks of the judges were really a permanent body. It was always the practice for a newly-appointed judge to take the chamber clerk of his predecessor. This practice was broken through by Mr. Justice Hill, and has not been uniformly adhered to since. Then, as is well known, the judges appointed since the Judicature Acts came into operation have no chamber clerks, and have to employ the chamber clerks of the older judges to draw their orders. The result is, according to Mr. Crossman, that there are not now above two or three judges' clerks who are capable of giving advice to a solicitor as to what sort of summons he should take out, or as to the language suitable for it. All the evidence on this head points towards the recommenda-

tion of the commissioners, that, as vacancies arise in the judges' clerks, their places should be supplied by a permanent staff of clerks. As to the number of the permanent staff required, the evidence led to the conclusion suggested by the committee, viz., that nine clerks would be sufficient for the desk work.

Taking the duties of the judges' clerks in their order, the first is the issuing of summonses. Upon this point several of the witnesses were of opinion that this might be done by solicitors. Mr. Crossman said, in answer to the question, Do you see any reason why such work as you describe—namely, the issuing of summonses—should not be done by a junior clerk?—"None whatever. I may state, as a fact, that if a well-known solicitor goes to one of the clerks and says, 'Give me a dozen summonses,' and puts down his twelve two shillings, the clerk will give him the summonses and let him put the name of the cause in, merely for the purpose of saving time; he will do that in the case of anyone that he knows." Mr. J. E. Saunders thought that the Government was not bound to supply a clerk to issue summonses; and Mr. J. M. Johnstone said that the solicitor ought to be at liberty to draw up his own summonses, "and present it simply to be stamped, filed or not filed." Mr. Lovell, Mr. Justice Lindley's chamber clerk, however, suggested that the result of this would be that "so many irregularities would creep in, in consequence of informal applications being made, that you would have to get the work done a second time in order to cure the first irregularities. People frequently come to chambers and ask for summonses, or make applications in a form that cannot possibly be granted, and if they were they would only take up the time of the master and the judge unnecessarily, and the chamber clerk would get into disgrace." The conclusion arrived at by the committee is confirmed by the recommendation of the judges' committee—that solicitors applying for summonses shall be at liberty, and shall be invited, to bring the form of the summons ready filled up to the judge's clerk to be signed and entered, together with a copy to be filed. "If this practice," they added, "were to become general, much time would be saved at chambers, both to the solicitor and the judge's clerk."

Mr. Crossman seems to have brought to the notice of the committee the circumstance that the junior clerks of the newly-appointed judges take no part in issuing summonses at chambers, and this seems to have led to the recommendation of the committee, that "Material assistance might also be rendered to the staff of this department if the junior clerk of the judge in attendance at chambers were to assist in the issuing of summonses, a duty he should be thoroughly competent to perform, and which we recommend should be imposed upon him."

As to the drawing up of orders, Mr. Saunders said that there would be no difficulty in orders being drawn up by a clerk other than the clerk of the judge who made them; but he afterwards qualified this remark by admitting that there was sometimes great difficulty in deciphering the handwriting of learned judges, and Mr. Lovell drew attention to the circumstance that "frequently the judge's indorsement is so very meagre that, unless the clerk knows what he intends to convey by his short indorsement, he would not be able to draw up the order. For example, in the case of my late baron, he may have had an interpleader application in which a number of parties were before him representing different interests; he would simply put the amount for which security should be given if they claimed to contest the matter, and then he would add 'usual terms.' Another judge's clerk would not know what he meant exactly by that. I knew what he meant as well as if he had filled half a sheet of paper." It is obvious, however, that these difficulties would soon be overcome by a permanent staff of clerks, some of whom should, as the committee recommend, be assigned to the special duty of drawing up orders.

A point on which the committee make no recommendation, but which was strongly brought before them

in evidence, is the necessity for having some official to take charge of the affidavits. Mr. Crossman said, "If I apply to-morrow for a garnishee summons or a summons under order 14, an affidavit has to be filed before I can issue the summons. Those affidavits frequently get mislaid, and there is sometimes a difficulty in finding them. You file that affidavit with the person who issues the summons, and accordingly when you apply for the order that affidavit is wanting, and delay is caused." He added that in the Exchequer, in his time, the affidavits were always taken charge of by a mysterious personage called "John"; but we conclude that "John" must have been gathered to his fathers, for Mr. Lovell said that there is now no one whose duty it is to keep the affidavits; "We are obliged," he said, "to hand them to parties to hand to the judge, and they may come back, and find their proper custody or not; but we have complaints every week upon this point, and very serious they are. There ought to be a proper book or register kept to enter every affidavit that is used, and it ought to be traced till it reaches its final destination, the Rule Office. They are supposed to be sent every ten days—that is the theory. I suppose there is more complaint on this score than on almost any other." The Judges' Committee have recommended that it is essential, to secure the successful working of any arrangement of chamber practice, that a door-keeper should be provided for the judge and for each of the three masters, to regulate the admission of parties and preserve order, and that this doorkeeper should take charge of the affidavits.

With reference to the refusal of Lord Craighill to sit after lunch, to which we referred last week, "A Member of the Scotch Bar," writes to the *Times*, "When asked by Sir George Campbell, in the House of Commons, on Thursday night, whether he had noticed in the Scotch papers a statement to the effect that Lord Craighill, one of the Scotch judges, had said he would not work after half-past one because no clerk had been appointed to his court, Mr. Cross is reported to have said, 'I do not believe that Lord Craighill will carry out his threat.' In point of fact, Lord Craighill has carried out his threat of not sitting after half-past one, at which hour, owing to the delay in giving him a clerk, he is left without any responsible official to manage the formal work which a judge's clerk always looks after. The action of Mr. Cross in this matter has already cost many litigants much unnecessary expense and wasted a great deal of the public time."

At the commencement of business at the Guildford Assizes, several applications were made to the Lord Chief Baron in reference to causes that were not strictly Surrey causes, that they should be either struck out of the list or sent back to London to be disposed of. In one case, an action upon a bill of exchange, the drawer resided in Glasgow, the acceptor in Hull, and it was made payable at a bank in London. In several other cases the actions had nothing to do with the county of Surrey. The Lord Chief Baron said that his predecessors at these assizes had laid down the rule that none but Surrey causes should be disposed of, and this rule had always been acted upon inflexibly, and he certainly should not depart from it. No case, therefore, in which the cause of action did not arise in the county of Surrey, or the parties did not reside there, would be tried. On Wednesday in the House of Commons, Mr. C. Lewis gave notice that on Monday next he would ask the Home Secretary whether his attention had been called to the announcement made by the senior judge of assize at Guildford, on the 23rd inst., that, notwithstanding the terms of r. 1, ord. 36, under the Judicature Act, he should only try causes which had arisen in Surrey; that, in consequence of such announcement, several cases were struck out, including a case where a judge at chambers had changed the venue to Surrey from some other county; and whether the Government was prepared to take steps to prevent the serious consequences to suitors arising from the exercise of the assumed arbitrary power of a judge to decline to try any case he thinks proper, although the same may be properly and legally brought before him.

Reviews.

CHANCERY ACTIONS.

A CONCISE TREATISE ON THE PRACTICE AND PROCEDURE IN CHANCERY ACTIONS. By SYDNEY PEEL, Barrister-at-Law. Stevens & Sons.

Mr. Peel's idea is to give the Judicature Rules relating to chancery actions with the cases decided upon them, leaving his readers to consult other works for the portions of the former practice left intact. Hence the title of the book is to some extent misleading; it should have been called a treatise on the portions of the new practice which relate to chancery actions. We cannot say that the design of the work strikes us as very useful. The student is not likely to appreciate a work on chancery practice, the portion of which relating to proceedings in chambers under the judgment is summed up in the index in this one reference: "CHAMBERS—application to judge in, to be by summons"; and the Chancery practitioner by this time should have no difficulty in finding his way in the complete edition of the Acts and Rules, which he must necessarily possess and consult, among other matters, for the changes in the law effected by sections 24 and 25. In the arrangement of the work the author follows the chronological order of proceedings in an action, and weaves the provisions of the rules and the effect of the cases into a connected statement. There are several advantages in this; but, on the whole, we think it would have been more convenient to have given the effect of the decisions in a smaller type than the provisions of the rules. The cases appear to be carefully collected, and their effect is fairly well stated.

SURGICAL EVIDENCE.

ON SURGICAL EVIDENCE IN COURTS OF LAW: WITH SUGGESTIONS FOR ITS IMPROVEMENT. By JOHN ERICHSEN, F.R.S., F.R.C.S., &c. Longmans, Green, & Co.

We discussed (*ante*, p. 486) these very able observations while they were in process of appearance in the *Lancet*, and suggested that a proper way of amending the present mode of dealing with these questions would be to provide that, when it was doubtful what the extent and probable duration of physical injuries were, the court should appoint three medical men as referees to make a report on the subject. The referees should examine the plaintiff and also consider the evidence of the plaintiff's medical attendants, and the statements of any medical man who might have examined the plaintiff for the company. The report of the referees should be used as evidence at the trial, and the jury should calculate the damages on the basis of such report. We are glad to see that Mr. Erichsen comes to a conclusion very nearly resembling our own. He says:—"The conflict of medical evidence often arises in consequence of a want of proper understanding between the medical men engaged on the opposite sides of the case. As matters are now arranged, there is, as I have already shown, no 'consultation,' in the proper sense of the word, between them. The surgeon of the company examines, it is true, the plaintiff before, and in the presence of his (the plaintiff's) own medical men; but there is no after-discussion of the case—no attempt, as in an ordinary consultation, to reconcile discordant views, and to come to a combined opinion on the case. Neither party knows the exact views of the other on any point, or on the value of any one symptom, until they are heard in court. This is a great evil, and might be corrected by the surgeons on the two sides meeting as ordinary consultants, discussing the case together, and, if possible, drawing up and signing a conjoint report. If such a report could be obtained, it might be handed in for the guidance of the judge and counsel, and the strictly medical part of the

case would be much simplified. In fact, it would be disposed of if all parties concerned had substantially agreed before the trial as to the nature, extent, and probable duration of the plaintiff's injuries and their consequences, the tripod on which the medical question always rests. In the event of there being such discrepancy of opinion that an agreement could not be come to on any or all of these points, the judge should appoint at least two surgeons of a known character, and of recognized skill in the particular class of injury under consideration to draw up a report upon the plaintiff's past and present condition and future prospects. This report would serve to guide the court in coming to an opinion on the purely surgical part of the case, and afford it that information which men who admittedly know little of a subject on which they are to decide must necessarily be supposed to wish to obtain. The experts or assessors who draw up this report should be appointed by the court, and not by the litigants. Their position would consequently be an independent one. They could not be accused of unworthy motives. They could not be calumniated, and their evidence would not be disparaged by groundless charges of partisanship.

"The report of such surgical assessors would necessarily be final. It could scarcely be successfully disputed by those medical witnesses from whose conclusions it differed. Hence it would be of paramount importance that none should be selected for such an important post as that of assessor who was not recognized as possessing, not only a sound general knowledge of surgery, but such special experience in the diseases resulting from injuries of the cord and brain, as to render his opinion worthy of all consideration in the eyes of his professional brethren. Such a plan would not interfere with the present machinery of the courts. The case would continue to be tried in the ordinary common law courts, before a jury who would decide on all its facts. Their judgment, and that of the court, would be guided in all matters of scientific opinion either by a conjoint surgical report, or if that cannot be arrived at, by the written statement of competent surgical assessors, who having had free access to the plaintiff and to the medical reports on both sides, could arrive at a definite and unbiassed conclusion as to the nature, extent, and probable duration of his injuries and their consequences. It would, I venture to submit, be in the highest degree advantageous to the medical as well as the legal profession. The great inconvenience of the system of indiscriminately subpoenaing medical practitioners who were but little concerned in the case would be stopped; conflict of medical evidence would no longer occur. Engendered as it is partly by the want of proper understanding between the medical witnesses, and greatly encouraged by the want of due scientific knowledge on the part of the court, it would not survive the necessity of both parties either making a conjoint report or submitting their differences of opinion to the arbitrament of skilled surgical assessors selected by the court. And, lastly, the ends of justice would be attained with more certainty than they often are under the present system."

Mr. Erichsen sums up the conclusions that may be drawn from the foregoing parts of his pamphlet as follows:—

"1. That a serious hardship is inflicted on medical men by the present system of uselessly multiplying medical witnesses in compensation cases.

"2. That this might be mitigated by raising the fees allowed to medical witnesses to something like an equitable standard, and increasing them in proportion to the distance that the surgeon is called from his practice.

"3. That much evil results from the want of adequate scientific and technical knowledge on the part of the court.

"4. That the court should be assisted by assessors of known skill and experience in surgery.

"5. That such assessors should be appointed by the court and not by the litigants.

"6. That the surgical witnesses on both sides should be required to meet and to draw up a conjoint report on the case before the trial comes on; such report to be submitted to the court for its guidance in the medical and surgical parts of the case.

"7. That in the event of the surgical witnesses being unable to agree on the terms of such a report, the case be referred to the assessors, who will report to the court on the nature, extent, and probable duration of the plaintiff's injuries.

"8. That the report of the assessors be final."

Cases of the Week.

SALE OF LAND—SPECIFIC PERFORMANCE—FINAL CONTRACT—AGREEMENT TO BE FORWARDED BY SOLICITOR—STATUTE OF FRAUDS—ACCEPTANCE FOR "THE PROPRIETORS."—In the House of Lords, on the 22nd inst., judgment was given in the case of *Rossiter v. Miller*. The action was for specific performance of an agreement to purchase land. An estate had been offered for sale in lots, subject to certain conditions and stipulations printed on the plan, and the defendant made a verbal offer to the agent of the proprietors to purchase four of the lots for £1,000. The agent afterwards wrote to the defendant, stating that "the proprietors" had agreed to accept his offer of £1,000, "subject to the conditions and stipulations printed on the plan," and adding, "I have requested Messrs. Hart & Martin to forward you the agreement for purchase." The defendant wrote in reply declining to be bound to build at any given time, and the agent wrote to state that as to this he could do as he might think best. The defendant afterwards declined to complete the purchase, and the Master of the Rolls decreed specific performance, holding that the description of the vendors as "the proprietors" was sufficient to satisfy the Statute of Frauds. The judgment was affirmed on this point by the Court of Appeal (Lord Coleridge, C.J., and James and Baggallay, L.J.J.), but it was reversed on the ground that no formal and binding contract between the parties had been executed. (See 21 SOLICITORS' JOURNAL, 609, 26 W. R. 890, L. R. 5 Ch. D. 648.) Lord Cairns, C., Lords Hatherley, O'Hagan, Blackburn, and Gordon, now concurred in holding that the plaintiff were entitled to succeed on both points, and the judgment of the Court of Appeal was reversed with costs, and the decree of the Master of the Rolls was restored.

PARTNERSHIP CONTRACT—SEVERAL LIABILITY OF PARTNERS—JUDICATURE ACT, 1873, s. 25, SUB-SECTION 11.

—In a case of *Kendall v. Hamilton*, before the Court of Appeal on the 23rd inst., an important question arose with regard to the several liability of a partner in respect of a partnership contract. The action was brought in one of the common law divisions against one of several joint adventurers upon a contract made on behalf of them all. The plaintiff had recovered judgment in respect of the same contract in an action which they had previously brought against the other joint adventurers, and it was urged on behalf of the defendant that this judgment was a bar to the action against him. The plaintiffs contended that, admitting that the judgment in the first action would have been in a court of common law a bar to the second action, it was not now a bar in any division of the High Court, because under the Judicature Act the rules of equity are to prevail, and in equity every partnership contract is several as well as joint. And Huddleston, B., who tried the action without a jury, acceded to this view, and gave judgment for the plaintiffs. This decision was, however, reversed by the Court of Appeal (Brett, Cotton, and Thesiger, L.J.J.). Cotton, L.J., who delivered the judgment of the court, said that the plaintiff had relied on a long series of authorities in the Court of Chancery in which, in administering the estate of a partner who had died leaving partners him surviving, the court had admitted the creditors of the partnership to prove against the estate of the deceased partner, though at law the survivors were alone liable, and had even (though it was originally doubted whether this could be done) allowed partnership creditors to institute proceedings for the purpose of obtaining adminis-

tration of the estate of the deceased partner and payment out of his assets. The contention was that these authorities were founded on and established the principle that in equity every partnership contract was several as well as joint. And no doubt expressions to this effect were to be found in some of the cases, such as *Devaynes v. Noble* (1 Mer. 564); *Wilkinson v. Henderson* (1 M. & K. 588); and *Beresford v. Browning* (L. R. 20 Eq. 573). And it was now well established that a court of equity treated the estate of a deceased partner as still liable to the partnership creditors, though at law the survivors had become solely liable, and that the partnership creditor might obtain relief against the estate of the deceased partner without having exhausted his remedy against the survivors. But there was no case in which the point now to be decided had arisen. The courts of equity, however, in giving this relief to a partnership creditor, had dealt with him in an anomalous way. Except in cases where there had been no joint estate, the court had only admitted the partnership creditors to rank against the estate of the deceased partner when all his separate debts had been paid. This was not consistent with the view that the contract of the deceased with those creditors was several as well as joint. Lord Eldon, in *Ex parte Kendal* (17 Ves. 319), did not appear to have considered that the relief thus given to a partnership creditor established the principle that in equity a partnership contract was for all purposes and in the lifetime of the co-contractors several as well as joint, and in *Beresford v. Browning* (L. R. 1 Ch. D. 34), James, L.J., said that the more accurate mode of expressing the rule applicable to partnership contracts was this, that where there is in equity no survivorship of property there is in equity no survivorship of liability. Moreover, in the Court of Bankruptcy, which was a court of equity as well as of law, a partnership creditor was not, where there were any joint assets, entitled to prove against the separate estate in competition with the separate creditors. With the exception of those cases where relief had been given in equity against partners for breaches of trust or other torts (where the relief was always several as well as joint) courts of equity had given relief in respect of partnership contracts where, in consequence of the contract being at law joint only, there had been no remedy at law, only where the claim had been against the estate of a partner who had died leaving partners him surviving. In those cases relief was originally given as a consequence which equity attributed to the rule *jus accrescendi inter mercatores locum non habet*—viz., that, as the estate of the deceased, notwithstanding his death, retained an interest in the partnership property, his estate ought not to be protected or relieved by his death from liability in respect of contracts of which it still retained the benefit, and to this extent partnership contracts were to be considered several. In other words, in partnership contracts of which the profit did not go exclusively to the survivors there was, in the view of a court of equity, an implied stipulation that, in the event of the death of any of the co-contractors, his estate should still remain liable, and in this way the estate of each partner was in equity severally liable. In the opinion of the court, the cases in which this relief had been given did not establish that partnership contracts were to be considered several in equity for all purposes, and so as to alter during the lifetime of the partners the effects and incidents of the contracts; and the general expressions used by the judges must be understood with reference to the cases in which they were used. The judgment, therefore, which the plaintiffs had recovered in the first action against the other co-contractors was a bar to the action against the defendant Hamilton. And the appeal was allowed, with costs.

FORECLOSURE ACTION—SUBSEQUENT BANKRUPTCY OF MORTGAGOR—JURISDICTION OF HIGH COURT OVER TRUSTEE IN BANKRUPTCY.—A case of *Craveour v. Walton*, before the Court of Appeal on the 24th inst., affords a good illustration of the difference between the position of a receiver appointed by the Court of Bankruptcy and that of a trustee in bankruptcy in regard to the jurisdiction of the High Court. The action was commenced on the 30th of May to foreclose a mortgage of leasehold property of the defendant. On the 5th of June the defendant was adjudicated bankrupt by a county court, and a person named Richards was appointed receiver of his property, and entered into possession of the mortgaged property. On the 6th of

June, in ignorance of this appointment, Malins, V.C., appointed another person receiver in the action. On the 22nd of June Richards was appointed trustee in the bankruptcy, and then his receivership came to an end. On the 28th of June the Vice-Chancellor—Richards having been meanwhile added as a defendant to the action—ordered that he should withdraw from possession of the mortgaged property, and that he should personally pay costs and damages by reason of his not having withdrawn before. On the 3rd of July, on an *ex parte* application, the Vice-Chancellor granted an injunction restraining Richards from taking proceedings, of which he had given notice, in the county court to impeach the validity of the mortgage. The Court of Appeal (James, Brett, and Cotton, L.JJ.) said that, though it would be very improper for the High Court to interfere with the possession of a receiver appointed by the Court of Bankruptcy, which was a court of competent jurisdiction, yet, after that receivership was at an end, and a trustee had been appointed and made a party to the action, his possession was exactly similar to that of the mortgagor whom he represented, and the court had the same jurisdiction to order him to withdraw from possession in favour of its own receiver. But there was no ground whatever for the order that the trustee should personally pay damages and costs. And the Vice-Chancellor had no jurisdiction to restrain the trustee from taking proceedings in the Court of Bankruptcy. If that court should make an order which the plaintiff in the action was dissatisfied, the proper course would be to appeal from it, and the same Court of Appeal would ultimately decide the question whether it arose in the High Court or in the Court of Bankruptcy.

PRACTICE—MARRIED WOMAN ENTITLED TO LIFE INTEREST IN LEASEHOLDS FOR SEPARATE USE—COMPULSORY PURCHASE—PETITION FOR INVESTMENT—SERVICE OF HUSBAND—COSTS—LANDS CLAUSES ACT, 1845, ss. 69, 70.—In a case of *Re Osborn's Estate*, before the Master of the Rolls on the 20th inst., a petition was presented by a married woman by a next friend for *interim* investment and payment to her of the dividends of the purchase-money of certain leasehold property to the rents of which she was entitled for life for her separate use, and which had been taken by the Corporation of Bristol under the compulsory clauses of the Lands Clauses Act, 1845. The husband of the married woman had been made a respondent, but the corporation contended that they ought not to pay him any costs, as he might have been made a co-petitioner, when no extra costs would have been incurred. The Master of the Rolls ordered the corporation to pay the petitioner's costs according to the Act, but no costs of the respondent, the husband.

COSTS—TAXATION—PARTY AND PARTY—DISCRETION OF TAXING MASTER—SCIENTIFIC WITNESS—PREPARATION OF EVIDENCE—REFRESHERS TO COUNSEL—NUMBER OF CONSULTATIONS—SHORTHAND WRITER—TRANSCRIPT—RULES OF COURT, 1875 (COSTS), RR. 8, 29.—In a case of *Hinks v. Safety Lighting Company, Limited*, an application was made to the Master of the Rolls on the 19th inst. to review the master's taxation of costs in the action as to the following items:—(1) Charges of scientific witnesses in getting up the evidence; (2) refreshers to counsel; (3) number of consultations allowed; (4) costs of shorthand writer and transcript of the evidence, as well as of the judgment on the interlocutory motion for an injunction. The application was to restrain the infringement of a patent, and on the hearing it was dismissed with costs. The master had allowed a lump sum of forty guineas for the time and attendance of various scientific witnesses in getting up the evidence; refreshers for a different number of days for a common law leader and a chancery junior; he had disallowed all fees for some of the consultations that had been held, and had further refused to allow the costs of a shorthand writer and of his transcript of the evidence, and of the Master of the Rolls' judgment on the motion for injunction. The Master of the Rolls considered that the taxing master had exercised his discretion rightly as to all the items. He had a right now to take into consideration the necessary assistance of scientific witnesses in getting up the case, and the allowance was by no means excessive. As to the refreshers to counsel, no doubt a different number of days had been allowed to the two counsel, but he considered that regard might have been

had to the respective amounts marked on the briefs, and he could not say that the master had exercised a wrong discretion. As to the number of consultations the taxing masters as a rule were men of great experience, and must know how many consultations were necessary in each case. As to the shorthand notes, the trial had lasted four days, and it was said that the transcript of the evidence had been taken for his convenience and that of counsel. He could not lay down any general rule as to when such a charge should be allowed, as it must depend on a variety of circumstances, and was a matter very properly for the taxing master. His own practice was to take a very full note of the evidence and not to refer to anything else, and perhaps the master had considered this. The transcript had, moreover, not been taken with a view to an appeal, as no appeal had in fact been made. As a general rule, he was reluctant to interfere with the decision of the taxing masters, and he never did so except on some very special and particular ground. Having been solicitors they must have more experience on such matters than he had, and, as a rule, they exercised their discretionary powers very fairly for the profession. The summons to review was dismissed with costs.

VENDOR AND PURCHASER—CONVEYANCE—BARE TRUSTEE
—LAND TRANSFER ACT, 1875, s. 48.—In the case of *Morgan v. Swansea Urban Sanitary Authority*, before the Master of the Rolls on the 23rd inst., a question arose as to the meaning of the words "bare trustee" in section 48 of the Land Transfer Act, 1875. By that section section 5 of the Vendor and Purchaser Act, 1874, was repealed except as to anything done thereunder, and in lieu thereof it was enacted "that upon the death of a bare trustee intestate as to any corporeal or incorporeal hereditament of which such trustee was seized in fee simple, such hereditament should vest like a chattel real in the legal personal representative from time to time of such trustee." The enactment was not, however, to apply to lands registered under the Act. In the above case a vendor of freehold hereditaments had died intestate before the conveyance had been executed or the purchase-money paid. His administratrix, the plaintiff in the action (for specific performance of the contract for sale) contended that under the above section she alone could convey the property, and that the concurrence of the vendor's infant heir was unnecessary. The plaintiff relied on a passage in *Dart's Vendors and Purchasers*, 5th ed., p. 517, "that 'bare trustee' would probably be held to mean a trustee to whose office no duties were originally attached, or who, although such duties were originally attached to his office, would on the requisition of his *cestui que trust* be compellable in equity to convey the estate to them." This passage has been cited with approval by Hail, V.C., in *Christie v. Drington* (24 W. R. 204, L. R. 1 Ch. D. 281). The contention was that an unpaid vendor was a "bare trustee," as being a person to whom no duties attached and who would be compelled to convey on the requisition of his *cestui que trust*, the purchaser, on payment of the purchase-money. The Master of the Rolls was of opinion that any person who had a beneficial interest in the property could not be said to be a bare trustee, and, therefore, the legal estate was outstanding in the infant heir, who must be declared a trustee in the usual way, and the plaintiff ordered to convey for him. As to what other trustee, not having a beneficial interest, might be within the section he declined to express any opinion.

It is announced that Mr. Justice Manisty and Mr. Justice Hawkins are the vacation judges.

It is stated that the number of gentlemen admitted to the Scottish Bar, which has been steadily declining for ten years, and which reached its minimum of four in 1877, suddenly increased to fourteen in 1878.

Mr. Justice Lush was unable to appear in court at the Leeds Assizes, on Monday, owing to the death of Mr. C. Lush, one of his sons. Upon the opening of the court, Lord Justice Baggallay alluded in feeling terms to the absence of Mr. Justice Lush and to its regretted cause. Mr. Digby Seymour, Q.C., expressed the sympathy felt by himself and his brethren of the bar for the learned judge. Mr. Justice Lindley has since arrived to supply the learned judge's place.

Societies.

ASSOCIATION FOR THE REFORM AND CODIFICATION OF THE LAW OF NATIONS.

The following is the programme of the Frankfort Conference to be held from the 20th to the 24th of August, 1878. The conference will hold its sittings at the Saalbau; and the inaugural meeting will take place on Tuesday, the 20th of August, at 11 a.m. Members attending the conference are required to sign a list, setting forth their names and their addresses at Frankfort. This list will be open for signature and inspection from 10 a.m. to 4 p.m. at the Saalbau.—Reception of the Members by the Burgomaster of Frankfort; Opening of the Conference by the President; Annual Report of the Council; Communication of Letters, &c. Subjects of the reports, papers, &c.:—

1. Private International Law.—Bills of Exchange: Report. Negotiable Securities: the plan of the *lex mercatoria* is the English system as regards negotiable instruments. General Average: Report. Patents of Invention. Trade Marks. Copyright. Bankruptcy: Report. Foreign Judgments: Report. On the desirability of establishing a uniform practice for taking Evidence: Foreign Tribunals in different countries.

2. Public International Law.—The first Rule of the Declaration of Paris. Codification of International Law. Extradition of Criminals. The limits to Arbitration for the Settlement of International Disputes. The Law of Maritime Capture. The first Article of the Treaty of Washington. The Rights and Duties of Neutrals. Collisions at Sea. Conventions for the Relief of Shipwrecked Mariners. International Tribunals of Egypt.

Miscellaneous Papers.

Communications to be addressed to the Honorary Secretaries at 33, Chancery-lane, London. All letters for Frankfort to be addressed to Dr. Juris H. Oswalt, the Honorary Secretary of the Local Committee.

Members are particularly requested to send to the Hon. Gen. Sec., London, papers offered to be read and for discussion on or before the 1st of August next.

UNITED LAW STUDENTS' SOCIETY.

A discussion took place at the Law Institution on Monday last, Mr. E. H. Quicke in the chair, upon the following question, which was opened by Mr. G. B. Rosher:—"The trusts of a marriage settlement are as follows:—To the wife for life, for her separate use, remainder to her husband for life, remainder as to one moiety to the issue of the marriage, and as to the other moiety to A., who is a stranger in blood to both parties. Is the limitation to A. void as against creditors or purchasers?" Numerous authorities were referred to on both sides of the question, the case most nearly resembling the moot suggested being *Clarke v. Wright* (6 H. & N. 849). Messrs. Ward and Parker took the negative view, and Messrs. Collyer and Kelke the affirmative. The question was finally answered in the negative by a majority of two.

The ordinary weekly meeting of the society was held at Clement's Inn-hall, Strand, on Wednesday, the 24th inst., Mr. E. C. Rawlings presiding. There was a good attendance. The subject for the evening's debate, "That the repression of Socialism by penal statutes and extradition is necessary for the protection of Society," was opened in the negative by Mr. J. S. Rubinstein. Messrs. Ward, Ashton Cross, Collyer, Spokes, Saw, Hamilton, and Chilcott took part in the debate which ensued. On the votes being taken, the question was unanimously decided in the negative.

During the evening the following announcements were made of distinctions obtained by members of the Society:—

Mr. W. Rudd, prize of the Incorporated Law Society at the examination in June, 1878.

Mr. A. J. Fenton, certificate of merit at the same examination.

Mr. J. Gatey, scholarship of 100 guineas for the law of real and personal property (Middle Temple).

Mr. C. Swinfen Eady, LL.D., scholarship of 100 guineas for equity (Inner Temple).

Mr. T. Eustace Smith, scholarship of 100 guineas for real property (Inner Temple).

Legal News.

The Noxious Vapours Commission have concluded their sittings for the consideration of their report, which will shortly be presented and laid before Parliament.

The Stock Exchange Commission met on Saturday, and agreed upon the final paragraphs of their report, which will probably be signed and presented to her Majesty before the end of the session.

The *Times of India* says that two years ago a judge of the Madras High Court sentenced a prisoner to transportation for life for stealing four annas. The Madras Government have recently commuted the sentence to ten years' imprisonment.

It is stated that the labours of the Committee of Experts, appointed by the Commissioners of Patents to divide the cotton-marks sent in for registration into the two classes of "private marks" and "common marks," are drawing to a conclusion so far as regards the marks in use in the cotton trade at the date of the passing of the Trade-Marks Registration Act (13th of August, 1875). The examination of the marks used for yarns and miscellaneous cotton goods was completed last August. Since that date the committee have been engaged with the marks used upon cotton piece-goods, of which they have already dealt with upwards of 39,000, and the examination of the remainder will shortly be concluded.

The *American Law Review* says that an important change has been made in the power of testamentary disposition by a bill recently passed, almost unanimously, by the New York Assembly and Senate. The Act provides that "no person having a husband, wife, child, or parent shall, by his or her last will and testament, devise or bequeath to any benevolent, charitable, literary, scientific, religious, missionary, or social society or corporation, or to any eleemosynary society or corporation whatever, in trust or otherwise, more than one-half part of his or her estate, after the payment of his or her debts and the lawful expenses of administration. And such devise or bequest shall only be valid to the extent of such one-half, and no more; and no such devise or bequest shall be valid in any will which shall not have been made and executed at least two months before the death of the testator."

Mr. Roberts, governor of Carnarvon County Gaol, on the 22nd inst., received an order from the Home Office directing the immediate discharge of John Stanley, a young man who was recently sentenced by the Beaumaris Bench to six months' hard labour for an alleged assault upon Police Sergeant Owen Hughes. The severity of the sentence evoked great local indignation, and led to proceedings for perjury being instituted against the sergeant. The committing magistrates thereupon petitioned for Stanley's discharge, but Mr. Cross declined to interfere whilst the charge against the sergeant remained undisposed of. The trial occupied Lord Justice Bramwell two days last week, and resulted in the sergeant's conviction. His lordship censured the magistrates for the heavy sentence, which he said was indefensible, and added that he should not be sorry to hear of an action for false imprisonment being brought against Captain Duff, who granted the warrant for Stanley's apprehension on the unsworn information of the sergeant.

Mr. Baron Dowse on Monday called the attention of the grand jury at Belfast to the following rule (the 24th) in the new code laid down by the Prison Board on the 20th of March last, and issued by Sir W. Croton, the chairman, and sanctioned by the Lord Lieutenant and the Privy Council:—"A convicted criminal prisoner shall, during the whole of his sentence, when it does not exceed one month, and during one month of his sentence when it exceeds one month, be required to sleep on a plank bed. The prisoner shall be allowed the opportunity of earning the gradual remission of this requirement, after the expiration of one month; but, after he has earned such remission, he shall be liable to forfeit the same on account of idleness, inattention to instruction, or misconduct." His lordship observed that he had only accidentally become aware of the existence of such a rule, and he thought it right that the magistrates and the public should know it. He thought it was strangely framed, as there would be no

remission for the person who was sentenced to a month's imprisonment.

The American legal journals notice the death of Judge Breese of the Supreme Court of Illinois. The *Central Law Journal* says:—"Graduating from Union College, New York, in 1818, he went to Illinois in that year, and was admitted to the bar in 1821. The first of the long series of Illinois Reports, which has now reached its eighty-second volume, is known as Breese's Reports. He served as a major in the Black Hawk War of 1822. Three years later, or forty-three years ago, he was elected to the circuit bench, and six years after to the supreme bench, which he only left to enter the United States Senate. In 1857 he was again elected to the Supreme Court, and he remained a judge of that court till the day of his death. He was an able jurist; in character independent, in mind active, in thought vigorous. He was indeed the Nestor of the bench, both in age and learning, and neither the profession of his state nor the people of his country will soon forget his name and his works. At the meetings of the bar throughout his State, resolutions of eulogy to the deceased jurist and of condolence to his family have been adopted; that his judicial fame is not confined within the limits of his own state may be recognized in the meeting of the bar of this city on Wednesday last, when resolutions of like tenor were drafted and adopted."

The precedent which has been set in the English courts of assaulting judges has, says the *Albany Law Journal*, been followed in the New York Court of Common Pleas, a lunatic, by the name of Chalmers, having, on the 7th inst., made an assault in open court on Mr. Justice Daly, who was presiding at a trial there. The assailant, who had a hallucination that the police commissioners of New York were annoying him in various ways, had prepared a petition asking for their arrest, and had presented it to numerous judges and courts, the usual result being his ejection from the court-rooms into which he had intruded. On the day mentioned he began to read the petition to Justice Daly, who at first kindly attended to his reading, but, discovering the nature of the document, requested him to desist, and, upon his refusal to do so, directed his removal from the court. Thereupon, the petitioner, folding up the papers he had in his hand, forcibly hurled them at the head of Judge Daly, saying, as he did so, "You are like all the other judges, a liar and a trickster." Of course, the belligerent suitor was immediately arrested, and he was subsequently committed by a police magistrate as a lunatic. The petition itself, parts of which were published in the daily press, indicates clearly that the assailant was insane.

Extract from a judgment of the Supreme Court of Arizona delivered by Mowry C.J.:—"It is an established principle of social science that customs vary in different countries, and at different epochs even of the same people. The manifold and everchanging necessities of progressive civilization tend constantly to evolve new combinations and evoke new wants. The relative rights and duties of mankind become in time more complex, or present themselves under different conditions and in novel aspects. I do not speak of moral axioms, which, being founded on the eternal principles of ethics, always lurk, in however vague and undefined a shape, among the instincts of a nation, and mould its inner life. It is with the juridical side of man's nature alone that we, as a court, can hope to deal. There, historical development is everything, positive conceptions nothing. It cannot be doubted that a locomotive is different from a hand-plough, and a feudal baron from a filibuster. Why, then, apply to them the same principles of decision? Precedents are merely the embodiment of the obsolete ideas of past ages, the cast-off chrysalis of a thought which has long since transmigrated into and through other forms of expression. We must, therefore, take care lest, by following decided cases, we miss the living idea which they manifest, in grasping at the accidents of its externality. We must regard them only as pleasing illustrations of the customs of other states of society, not as authorities for our own." [Then the court proceeded to decide on the construction of a promissory note.]

At the Ruthin Assizes, on Friday and Saturday, Lord Justice Bramwell was engaged in hearing the case of Thomas Davies, Edward Davies, and John Matthews, who were charged with setting fire to a stack near Wrexham, with the intention of enabling the owner, William Thomas, to make a fraude-

lent claim on the Scottish Insurance Company, Liverpool. The owner and the three men named were tried separately, and a jury convicted the three men of conspiring with Thomas to defraud the company by burning the stack, whereupon counsel for the owner (Thomas) urged that the jury, having given that opinion, ought not to try him, and the judge agreeing a fresh jury was empanelled. Evidence was given to prove that Thomas had procured the three men to burn the hay, and had sent them messages "not to split." Some sensation was caused by the three convicted men being brought up from the cells to give evidence. They swore that Thomas paid them to burn the stack and gave them money for paraffin to pour on it, but they denied all knowledge that it was insured. The strong point for the defence was that Thomas had not claimed for the loss of the hay. After a long consultation the second jury expressed an opinion quite the opposite of the first, and found the owner of the hay "not guilty of intent to defraud." The learned judge said that placed the court in a peculiar position, for, although the first jury found the men guilty, he could not punish them for what the second jury said was not a fraudulent act. The result was that all four men were discharged amid great surprise.

The select committee to whom the Freshwater Fish Protection Bill was referred have, after taking evidence, returned the Bill with amendments and agreed to a report containing the following, among other, recommendations:—
 "1. Your committee are satisfied, from the evidence brought before them, that there is a general feeling in favour of the further preservation of trout and char, and of the preservation, so far as practicable, of the non-migratory fish, during the spawning season. 2. There has been a considerable diminution both in the quantity and size of fish of the latter kind during the last few years. And your committee are of opinion that legislation is desirable to remedy this growing evil. This opinion is based upon considerations affecting both the supply of food and the reasonable advancement of a healthy and very popular sport. 3. As regards trout and char, your committee think that clause 5 of the Bill referred to them should be amended so as to secure (1) that a close time shall be extended to trout and char in all waters in England and Wales; (2) that the provisions of the Salmon Fishery Acts should be extended so as to provide for the formation of boards of conservators in districts where trout and char are found. 4. As regards other fish, called in the Bill 'freshwater fish,' your committee think the close season should be a fixed one—viz., from 15th of March in each year to 15th of June. 5. During this season it should be illegal, in accordance with sub-section 3 of the Bill referred to us, 'to fish for, catch, &c.,' and sub-section 4, 'to buy, sell, or expose for sale, &c.' They think, however, that a proviso should be added, something to this effect:—"Nothing in this sub-section shall apply to any person angling in any private water with the leave of the owner of such water, or in any public water under the jurisdiction of a board of conservators, with the leave of such board. Nor shall anything in this sub-section apply to the owner or owners of private waters where trout and char are specially preserved, destroying within such waters any kind of freshwater fish. Nor shall it affect the rights of the owner or owners in or over any enclosed water entirely within his or their possession."

Appointments, &c.

Mr. CHARLES COSTEKER, solicitor, of Over Darwen, has been elected Town Clerk of the newly-incorporated Borough of Over Darwen. Mr. Costeker was admitted a solicitor in 1869, and has been for several years clerk to the Darwen Local Board and Burial Board, and to the county magistrates for the Lower Division of the Hundred of Blackburn.

Mr. HENRY DARVILL, jun., solicitor (of the firm of Darvill, Darvill, & Laet), of Windsor, has been appointed Registrar of the Windsor County Court (Circuit No. 37) to act jointly with his father, Mr. Henry Darvill, sen., who is also town clerk and clerk of the peace for the borough of Windsor. Mr. Darvill, jun., was admitted a solicitor in 1859.

Mr. WILLIAM HENRY HEWITT, solicitor (of the firm of Atkins & Hewitt), of Hastings, has been appointed solicitor to the Hastings Licensed Victuallers' Protection Society.

Dr. ALBERT KAYS ROLLIT, solicitor, of Hull, has been elected an Honorary Fellow of King's College, London. Dr. Rollit is the son of Mr. John Rollit, solicitor, of Hull. He was educated at King's College, and graduated at the University of London B.A. and LL.B. in 1863, and LL.D. in 1866, taking first class honours in each examination, and the gold medal of the University in the LL.D. examination. He was admitted a solicitor in 1864, and is in partnership with his brother, Mr. Arthur Rollit. He is joint registrar of the Hull County Court, and joint district registrar, and he was sheriff of Hull for the year 1875-6.

Mr. GEORGE EDWARD TREVOR ROPER, solicitor, of Mold, has been appointed Registrar of the Flint and Mold County Courts (Circuit No. 29), in the place of Mr. Peter Ellis Eyton, M.P., deceased. Mr. Roper was admitted a solicitor in 1858, and is clerk to the Mold Local Board.

Mr. ELLIOTT SQUARE, solicitor, of Plymouth, has been appointed a Perpetual Commissioner for Devonshire for taking the Acknowledgments of Deeds by Married Women.

The Railway Commission.

April 9; May 3.—*The Portpatrick Railway Company v. The Caledonian Railway Company.*

Arbitration—Jurisdiction—36 & 37 Vict. c. 48, s. 8.

The 8th section of the Regulation of Railways Act, 1873, enacts (*inter alia*) that "where any difference between railway companies is under the provisions of any general or special Act required or authorized to be referred to arbitration, such difference shall at the instance of any company party to the difference, and with the consent of the commissioners, be referred to them for their decision, in lieu of being referred to arbitration." The Caledonian and Portpatrick Railway Companies were authorized by a special Act to enter into working agreements. By an agreement made pursuant to that Act the Caledonian Company took over the railway of the Portpatrick Company, and the agreement provided that all differences that should arise between them respecting the provisions of the agreement should be referred to arbitration. A difference afterwards arose between the companies respecting a provision of the said agreement, and the Portpatrick Company thereupon applied to the commissioners to decide it. Upon objection by the Caledonian Company that they had no jurisdiction to entertain the application, since the difference was not required or authorized to be referred to arbitration under the provisions of any general or special Act,

Held, by the commissioners, that as the agreement to refer to arbitration was contained in a working agreement made in pursuance of a special Act, and which but for the special Act could not have been made, and was also a provision quite in the usual course as a mode of exercising a statutory power to two railway companies to agree as to the working of a line, the difference, when it arose, was to be treated as "authorized under a special Act" to be referred to arbitration within the meaning of section 8 of the Act of 1873, and therefore that they had jurisdiction to decide it.

This was an application under section 8 of the Regulation of Railways Act, 1873 (36 & 37 Vict. c. 48), for the settlement of a difference between the Portpatrick Railway Company and the Caledonian Railway Company.

The applicants, the Portpatrick Railway Company, were incorporated by an Act passed in 1857, whereby they were authorized to construct a railway from Castle Douglas to Stranraer and Portpatrick. The Portpatrick Railway Act (No. 1), 1864, authorized the applicants and the defendants, the Caledonian Railway Company, to enter into arrangements with respect to the working and maintenance of the Portpatrick Railway, and in the same year a working agreement was entered into between them.

The said agreement contained a clause to the effect that if any dispute or question should arise between the parties thereto in regard to the true intent thereof, or in regard to any of the matters and things thereinbefore provided for, or intended to be provided for, or in regard to the manner of carrying out the provisions of that agreement, such disputes and questions should from time to time, as the same might arise, be referred to arbitration in manner provided by the Railway Clauses Consolidation (Scotland) Act, 1845, with reference to the settlement of disputes by arbitration.

* Reported by W. H. MACNAMARA, Esq., Barrister-at-Law.

Questions having arisen between the two companies as to the liability of the Caledonian Railway Company to maintain certain portions of the Portpatrick line of railway, the Portpatrick Company applied that the questions in difference might be referred to the Railway Commissioners for their decision in lieu of being referred to arbitration. There was no arbitrator designated by name or office, and no standing arbitrator appointed under any general or special Act.

The defendants submitted that the Railway Commissioners had no jurisdiction to entertain or decide on the matter of the difference between the two companies in respect—

(1) That the difference did not arise under the provisions of any general or special Act of Parliament requiring or authorizing the same to be referred to arbitration;

(2) That the difference did not arise as to the true intent and meaning of the agreement, or in regard to any of the matters therein provided for, or in regard to the manner of carrying out the provisions thereof; and

(3) The clause of arbitration in the working agreement of 1864 was too general in its terms to exclude the jurisdiction of courts of law, or to be enforceable against either of the parties thereto, according to the law of Scotland.

Littler, Q.C., and Shiress Will, appeared for the applicants.

The *Lord Advocate* and *Kay, Q.C.*, for the defendants.

The COMMISSIONERS delivered the following judgment:—A difference which has arisen between the Portpatrick and the Caledonian Railway Companies, and which is alleged by the Portpatrick Company to have regard to the manner of carrying out the provisions of a working agreement made between the two companies on 17th of October and 30th November, 1864, has, under the 8th section of the Regulation of Railways Act, 1873, been referred to us for our decision.

The Portpatrick Railway Act (No. 1), 1864, clause 6, authorizes the Portpatrick Company and the Caledonian Company "from time to time to enter into contracts or arrangements with respect to the following purposes or any of them, the working, use, management, and maintenance of the undertaking of the Portpatrick Railway Company, and the collection, conveyance, and conduct of the traffic thereof, and the supply of any rolling or working stock, or of any officers or servants required for such purposes; the fixing and levying of the tolls, rates, and charges arising on the railway or any part thereof; the division between the companies parties to the contract of the receipts arising from the traffic upon the railway, or which might have been conveyed on the same, and the payments to be made respectively by the contracting companies with respect to any of the matters aforesaid."

By an agreement made pursuant to that Act, the Caledonian Company took over the Portpatrick Railway as it stood, and the agreement provided, by article 3, that the Caledonian Company should undertake the working and maintenance of the line, and that the expenses of working and maintenance should be borne by them; by article 4, that for and in respect of the working and maintenance and renewals of permanent way and stations, and for all other duties and services required of them, they should be entitled to receive and retain for their own use a proportion or percentage of the gross traffic receipts; and by article 5, that under the expenses of working and maintenance there should be included the whole of the expenses necessary for conducting the traffic, working, and maintaining the line and stations, including specially, without prejudice to the foregoing generality, the following heads of expenditure, viz., locomotive power, traffic expenses, maintenance of way, clearing house expenses, and expenses of telegraph services, and also renewals of permanent way and stations. It was further provided, by article 17, as follows:—"If any dispute or question shall arise between the parties hereto, in regard to the true intent of these presents, or in regard to any of the matters and things hereinbefore provided for or intended to be provided for, or in regard to the manner of carrying out the provisions of this agreement, such disputes or questions shall from time to time as the same may arise be referred to arbitration in manner provided by the Railways Clauses Consolidation (Scotland) Act, 1845, with reference to the settlement of disputes by arbitration."

It will be observed that it was the whole undertaking or railway and not any part thereof in respect of which, so far

as relates to working, use, management, and maintenance, the companies were empowered to make contracts or arrangements, and that it was the whole railway also to which the agreement actually entered into had reference, and the effect of the agreement was to operate as a demise of the entire undertaking to the Caledonian Company who were thereupon bound to maintain and manage the same so as to keep it in good working condition, retaining for their own use a certain proportion of the gross traffic receipts, and paying over the rest to the Portpatrick Company. In 1872, however, an Act was passed which provided for part of the Portpatrick Railway being managed and maintained in a way which was not in accordance with the agreement. The railway of the Girvan Company extends from Girvan to a junction with the Portpatrick Railway at East Challock, and the Act of 1872, the Girvan and Portpatrick Junction Railway Act of that year, gave the Girvan Company a joint user of the section of the Portpatrick Railway lying between East Challock Junction and Stranraer on terms of paying interest on half the cost of the construction of the Stranraer section, a length of six or seven miles, and of paying in proportion to use towards the expense of maintenance. It enacted that the Girvan Company might use the section to the like extent and effect as if they held the section jointly with its owners the Portpatrick Company, and that they and the Portpatrick Company should appoint a joint committee for its maintenance and management, and by clause 6 should "pay in proportion to the use had by them respectively, the expense of maintaining the section in substantial repair and in good working order and condition." It enacted also, in clause 12, that the sum which the Girvan Company were to pay to the Portpatrick Company as interest upon half the cost of construction of the Stranraer section of their line should be held to form part of the gross traffic receipts of the Portpatrick Company within the meaning and for the purposes of the working agreement of 1864. This clause was afterwards repealed, and its provisions re-enacted with additions to the same effect by the Portpatrick Railway Act, 1877 (clause 19).

In 1877 the Girvan Railway was opened for traffic, and a joint committee appointed by the Girvan and Portpatrick Companies under the provisions of the Act of 1872. This committee have undertaken the maintenance and management of the Stranraer section, superseding in that respect the Caledonian Company, and since the committee's appointment the last-named company have not interfered nor had any opportunity of interfering with such maintenance and management, but they have continued to work and use the said section as well as the remainder of the Portpatrick line. The joint committee have incurred certain expenses in connection with such maintenance and management, and they have required the Portpatrick Company to contribute their *quota* thereof under the Act of 1872, and for the purpose of fixing this *quota* they have treated the user of the said section by the Caledonian Company as if it had been user by the Portpatrick Company. It is admitted that as between the Girvan and Portpatrick Companies this method of calculation is correct, and, indeed, having regard to the fact that the Portpatrick Company do not make any use whatever of this line, except through the instrumentality of the Caledonian Company, it is difficult to see what other method could be resorted to. But the sums which the Portpatrick Company have thus been compelled to contribute, they have required the Caledonian Company to reimburse to them, and they contend that the Caledonian Company are bound under the 3rd and 5th articles of the agreement of 1864 to pay these sums or some part of them. The Caledonian Company, however, refuse to pay the same or any part thereof, and allege that under the circumstances they are no longer permitted to maintain this section themselves, and cannot be required to bear any part of the expense of its maintenance by the joint committee.

The difference, then, which has been referred to us is whether the stipulation of the working agreement, that the Caledonian Company should be responsible for the expenses of the maintenance and management of the Portpatrick Railway, is still as widely operative as ever, or whether by the passing of the Act of 1872 that company is now relieved of so much of its original responsibility as extended over the Stranraer section.

Two objections to our competence to entertain this question were taken by the Caledonian Company. It was contended, first, that the difference could not be referred to us, because it was not, as the 8th section of our Act requires, a

difference "which was under the provisions of any general or special Act required or authorized to be referred to arbitration." It is true that this is not the case of a reference under an arbitration clause of a special Act, nor under an agreement containing such a clause, and subsequently confirmed by Act, but the difference is, nevertheless, as it seems to us within the 8th section, inasmuch as (even putting aside the point for which there is much to be said, that the Railway Companies Arbitration Act, 1859, authorized railway companies to refer to arbitration any matters they might lawfully settle by agreement, and that the Portpatrick Railway Act made a working agreement a lawful matter of contract between these two companies) the agreement to refer to arbitration is contained in a working agreement made avowedly in pursuance of the special Act, and which but for the special Act could not have been made, and is also a provision quite in the usual course as a mode of exercising a statutory power to two railway companies to agree as to the working of a line, and must therefore, we think, be treated as "authorized under a special Act." An arbitration clause forms a part of almost every working agreement, and if a working agreement is authorized, a provision that is so generally introduced is as truly authorized as if it was the subject of express mention.

Secondly, it was said that the arbitration clause in the working agreement of 1864 was confined to differences as to the manner of carrying out the provisions of the agreement, and that the present differences were unconnected with any such matter, and related only to the operation of the Act of 1872, and that as a difference as to how the Act of 1872 operated could not by anything contained in that Act be a question for reference at all, the necessary precedent condition of our taking cognizance of any difference compulsorily was wanting in this case. But it is clear that the point in dispute between the parties to the working agreement of 1864 does not arise upon any question of the proper construction or execution of the Act of 1872, but has reference to the manner of carrying out the 3rd and 5th articles of the agreement, having regard to the altered circumstances resulting from that Act, and what is required is to reconcile the agreement with the Act, and to ascertain the mutual rights and obligations of the two companies parties to the working agreement after making due allowance for relations established between those parties, or either of them, on the one hand, and the Girvan Railway Company on the other. The Act of 1872 was not passed in the interest of either the Caledonian Company or the Portpatrick Company, and was jointly opposed by them, but it gave the Girvan Company who were its promoters the right to run over and to join in managing a part of the Portpatrick line, and incidentally the working agreement of 1864 was displaced or modified so far and so far only as was rendered necessary by the Act.

It was also urged that whether we have or have not jurisdiction to try this question, the Court of Session certainly has such jurisdiction, and that as the Caledonian Company have commenced proceedings in that court for the purpose of having this question determined in an action of declarator, we ought to decline to entertain the case, and to leave the matter to the determination of that court. But not to mention the fact that the action in the Court of Session was not commenced till after the institution of these proceedings, we think we are bound in a case of this description to exercise the jurisdiction given us by our Act when duly called upon to do so. The fact that a special tribunal was expressly created for this amongst other purposes seems to us tantamount to a declaration by the Legislature that such questions can be more conveniently determined by us than by the ordinary courts of the country. [The remainder of the judgment dealt with the merits of the questions that had been referred to the commissioners.]

Agents for the applicants, *W. A. Lock*, for *J. McKensie*, solicitor, Stranraer.

Agents for the defendants, *Grahames & Wardlaw*, for *J. Kerr*, solicitor, Glasgow.

May 6, 7, 8; June 1.—*Howard v. The Midland Railway Company.*

Terminal charges—Station services—Regulation of Railways Act, 1873, s. 15.

A trader, having premises connected by private sidings with the goods station of a railway company, loaded his own goods, and placed the waggons duly loaded and labelled in sidings belonging to the railway company; and the only work of a

terminal station which the railway company had to perform before such waggons left their goods station was that of arranging them in proper train order. In the case of goods consigned to such trader, the unloading took place on his own premises, and, therefore, the waggons had to be hauled across from the railway company's goods station, and part of the haulage was done by the railway company's shunting engine, one hour *per diem* (representing a cost of 8s.) being the average time the engine was occupied in that work.

The railway company charged such trader the uniform mileage rate, and made no charge for anything beyond mileage.

Upon complaint by such trader that the railway company did not charge him a lesser rate than other traders at the same place, in consideration of his using his own premises instead of the goods station of the railway company,

Held, that he was not entitled to any allowance in respect of his traffic which dispensed with part of what the railway company undertook to do for uniform mileage rates for all traffic alike, and that the haulage done by the railway company's shunting engine might fairly be regarded as a set-off to the trader not taking up any siding room of the railway company while unloading the waggons.

This was an application under section 2 of the Railway and Canal Traffic Act, 1854 (17 & 18 Vict. c. 31), and section 15 of the Regulation of Railways Act, 1873 (36 & 37 Vict. c. 48). The applicants, Messrs. James and Frederick Howard, carried on business as manufacturers of agricultural implements in the town of Bedford, and had connected their works by sidings with the rails and sidings of the Midland and North-Western Railway Companies, for the purpose of receiving raw materials, and forwarding manufactured goods by the said railways to and from their works.

F. M. White, Q.C., and *Arnold Morley*, for the applicants.

Pope, Q.C., and *Bidder, Q.C.*, for the defendants.

The nature of the complaint and the facts of the case sufficiently appear from the following judgment:—

The COMMISSIONERS:—Messrs. J. & F. Howard, the complainants in this case, claim a terminal allowance off the rates they are charged for their traffic to and from Bedford, via the Midland railway, in consideration of the terminal services as to their traffic being performed not as usual by the railway company, but by themselves on their own premises and by their own clerks and porters. They complain also of the railway company's rates on their outward traffic, which they state were raised from the 1st of November last, for no other reason than because the company received notice that the claim to a terminal allowance would be referred to us for decision.

There is a separate application against the London and North-Western Railway Company, but the complaint is the same in both cases, and it was stated that, unless there should be reason to suppose the facts to differ, our decision on the Midland case would probably make it unnecessary for the case against the other company to be brought on for hearing.

The rates of the two companies for the conveyance of agricultural implements from Bedford Station were raised on the 1st of last November. The rise was so considerable that Messrs. Howard had to pay £160 for the carriage to Thuroa of a traction engine and steam plough which at the old rates would have been carried for £68, the rate per ton being raised from 75s. 10d. to 178s. 9d., and generally it was stated by Mr. J. Howard that the new rates caused a difference to his firm of £1,500 to £2,000 a year. The new rates were made additionally prejudicial to the Bedford trade by being converted from so-called carted rates into station to station rates, the effect being to deprive the consignor of the means of quoting a price for his implements inclusive of delivery, and to subject the consignee to the inconvenience of a detention of the articles at the arrival station until he could apply for their delivery. It was declared at the same time, as a way of dealing with Messrs. Howard's claim to be paid terminal expenses, that the new rates did not include terminal services at Bedford such as loading, and that for these when performed by the company there would be a further charge of 1s. a ton. These changes applied to no place but Bedford, and establishing as they did preferential rates as between other places on the lines of the two companies and Bedford, and doing this for no other purpose but to retaliate upon Messrs. Howard for claiming a terminal allowance, they were a distinct abuse of the powers intrusted to railway companies of regulating their charges

for conveyance, an abuse, indeed, that was so plain that on the second day of the hearing the counsel for the companies informed us that foreseeing we should have no alternative but to set aside such rates, he would not say a word in defence of them, and that the two companies, advised by him, had resolved to cancel them forthwith, and to readjust all accounts from November upon the footing of the rates which had been in force up to then, and which would at once be reverted to.

This abandonment by each company of the rates so much complained of, leaves only the question of a terminal allowance to be disposed of, and upon that point it will not escape notice that the November rates valued the station services saved to the company on Messrs. Howard's outward traffic at 1s. a ton. The Midland Company may charge in addition to the maximum total charges in the 56th section of "The Midland Railway (Leicester to Hitchin) Act, 1853," a reasonable sum for the expense of loading and unloading where such service is performed by the company. This extra charge is meant no doubt in the first instance for cases in which the company perform the duty of loading and unloading for other persons carrying goods on their railway and paying tolls, but assuming it to be also a charge that can be added to a rate for conveyance when the carriage of goods inclusive of the usual services is done by the company, Messrs. Howard's traffic at least would be exempt from any such addition to rates, because in their case the company do not load or unload, and therefore where, as in the account the company rendered under section 17 of the 31 & 32 Vict. c. 119, the particulars therein given of their charges and how made up during a week last past, showed that as to some of such charges part was for conveyance, and part for loading and unloading, the latter part was an extra for which Messrs. Howard were not liable.

Messrs. Howard load their own goods, and they place the waggons duly loaded and labelled in sidings belonging to the company, and the only work of a terminal station which the company has to perform before such waggons leave the station is that of arranging them in proper train order. As to Messrs. Howard's inward traffic by the Midland railway four-fifths of it are of a kind, such as coal and pig iron, which companies do not unload for owners, but the unloading in Messrs. Howard's case taking place in their own premises, the waggons have to be hauled across from the company's goods station, and part of this haulage is done by the company's shunting engine, one hour *per diem* (representing a cost of 8s.) being the average time the engine is occupied in this work. This may fairly be regarded as a set-off to Messrs. Howard's not taking up any siding room of the company while unloading, and so far we see no reason for the company making them any allowance. As to their other traffic in and out, the circumstance that they and the railway company have each a station at the same place undoubtedly saves the company some expense, particularly in portage, and, as we have seen, the company in November last valued this saving at 1s. a ton, and probably had any one complained that Messrs. Howard had an undue preference in being exempted from a 1s. terminal which was charged to others, the complaint could not have been sustained. But when we are asked to compute the difference it makes to the company of Messrs. Howard using their own station and of others using the company's station, we have to consider whether it is a contravention of the Traffic Act of 1854 if the company do not charge Messrs. Howard any less in consequence. There is first the difficulty that station expenses do not form an element of definite extra charge in every rate. It is far more usual for a company to undertake without exceeding its maximum to receive, forward, and deliver for a rate which covers everything. It is indeed a usual provision of special Acts that the rate per mile shall cover everything, though sometimes a company may if it think fit make a reasonable charge in addition for terminal services, as the Midland may do at Bedford for loading and unloading. But if a company does not avail itself of its statutory power in this respect, and there is traffic which dispenses with part of what the company undertakes to do for uniform mileage rates for all traffic alike, must such rates be varied or lowered in proportion? We doubt if this could be required; and if so, and if there is no evidence that a particular rate is more than a mere mileage rate or that there is any charge made besides mileage, is nevertheless the total amount which the rate comes to to be disinte-

grated and a certain part of it summarily to be declared to be a charge for terminals? It is true that in the division of receipts from through traffic, terminal companies are credited with an allowance for terminal expenses as well as with their mileage, but the amount the public pay is not affected by the principle on which companies choose to divide through receipts from traffic in which they are jointly interested, and we must be careful how we give occasion for these allowances except so far as they may have express legislative sanction, being treated as sums which could be taken from the public in addition to the mileage rate to pay for the services they represent in respect either of through or of other traffic.

But there is also the question whether if it were necessary to infer that there is a separate charge on traffic of some amount or other for station expenses a case of undue prejudice under the Traffic Act could be established where the railway station is as available in all respects for Messrs. Howard's traffic as for that of others, and where Messrs. Howard use their own station in preference, not as the result of arrangements entered into between them and the company for their mutual convenience, but because it facilitates their own business, and because owners of land adjoining a railway possess the right of opening a communication with it. Local position gives to Messrs. Howard an alternative method of dealing with the receipt and delivery of their traffic, but they retain the right of using the company's station at any moment exactly like other people, and do in fact occasionally exercise such right. It is not however, necessary to pursue this point. It is enough for us to say that we do not consider the rates Messrs. Howard are charged to be such as we can divide in fixed proportions, and that station services to traffic conveyed or about to be conveyed upon a railway seem to us so essential a part of a contract to carry, that a transport rate that does not discriminate between conveyance including and conveyance not including use of station is not, in our opinion, unreasonable or unequal. We come then to the conclusion that the provisions of the Act of 1854 are not infringed by the company not making any allowance to Messrs. Howard, and that the case is not one in which it is our duty to interfere.

Having regard to the circumstances attending the alteration of rates attempted in November last, we think Messrs. Howard are entitled to the costs of this application.

Solicitors for applicants, *Bours & Cotton*.

Solicitors for the defendants, *Beale, Marigold, Beale, & Groves*.

ASSIZES.

YORK.

(Before LUSH, J.)

July 15.—*Simpson v. Fairclough*.

This was an action by two ladies against their solicitor, Mr. Fairclough, of Sunderland.

Edge was for the plaintiffs.

Digby Seymour, Q.C., and *Cyril Dodd*, were for the defendant.

The plaintiffs stated that they were advised by Mr. Fairclough that he could get them ten per cent. upon a loan of £300 if they would take personal security. The security, according to the plaintiff's case, which they were to have was that of the borrower and some other person, who were to give them bills of exchange for the amount. The security which was actually obtained for them, and upon which Mr. Fairclough lent £300 which the plaintiffs intrusted to him, was two bills of exchange, one for £100, the other for £120, accepted by the borrower, Mr. Thirkell, a gentleman then of considerable position in Sunderland, but who has since failed, and drawn by two different friends of Mr. Thirkell's as sureties for him, and the remaining £80 secured by a promissory note of Mr. Thirkell alone. There was some conflict as to whether this promissory note was ever actually signed by Mr. Thirkell, but it was admitted that no third name or bill was obtained by Mr. Fairclough to secure the £80. The defence was that it was agreed at the time the money was lent that Mr. Thirkell's promissory note would be sufficient security for the £80, and that nothing was said as to having a bill for the £80 until it became known that

Mr. Thirkell was in difficulties. The £80 was never paid. Verdict for the plaintiffs for £80, and £6 for interest.—Times.

Legislation of the Week.

HOUSE OF LORDS.

JULY 18.—BILLS READ A THIRD TIME.

PRIVATE BILLS.—Treherne's Estate, North-Eastern Railway, Metropolitan Inner Circle Completion, Teign Valley Railway.

JULY 19.—BILLS PASSED THROUGH COMMITTEE. CHARITABLE TRUSTS. LOCAL GOVERNMENT PROVISIONAL ORDERS (DARENTH VALLEY).

BILL READ A THIRD TIME.

PRIVATE BILL.—Metropolitan Inner Circle Completion Railway.

JULY 22.—ROYAL COMMISSION.

The Royal Assent was given by commission to the following Bills:—Entail Amendment (Scotland), Monuments (Metropolis), Parliamentary and Municipal Registration, Bills of Sale, General Police and Improvement (Scotland) Amendment, Supreme Court of Judicature Act (Ireland), 1877, Amendment, Dentists, South Wales Highway Act Amendment, Metropolis Management and Buildings Act Amendment, Conway Bridge (Composition of Debt), Local Government Board's Provisional Orders Confirmation (Bournemouth, &c.), Tramways Orders Confirmation (No. 2), Local Governments Board's Provisional Orders Confirmation (Dawlish, &c.), Local Government Board's Provisional Orders Confirmation (Abergavenny Union, &c.), Callender and Oban Railway, Cheadle Railway, Radcliffe and Pilkington Gas, Exeter Gas, South Staffordshire Waterworks, Sutton-in-Ashfield Local Board Gas, Caledonian Railway (Additional Powers), Chester Tramways, Great Eastern and Bury St. Edmund's and Thetford Railway Companies, Lancashire and Yorkshire Railway, Brecon Markets, Amendment, Draperstown Railway, East Retford Borough, Belfast Improvement, London and North-Western Railway (Additional Powers), London and North-Western Railway (New Railways, &c.), Metropolitan Railway, Newbury Borough Extension, Weston-super-Mare Improvement Commissioners Water, Dover and Deal Railway, Castleford and Whitwood Gas, Cromwell-road Bridge, Dublin, Wicklow, and Wexford Railway, Exeter Corporation Water, Watford and Limerick Railway, Letterkenny Railway, Ramsgate Improvement, Stockton-on-Tees Quay and Markets, Ballycastle Railways, Forfar Water, Mansfield Commissioners Gas, Mersey Docks and Harbour Board (Overhead) Railways, South-Eastern Railway, Enniskillen, Bundoran, and Sligo Railway Amendment, Navan and Kingscourt Railways, Bournemouth Gas and Water, Cheltenham Corporation Water, Glasgow and South-Western Railway, North-Eastern Railway Company, Watford, Dungeness, and Lismore Railway, Great Western and South Devon Railway Companies' Amalgamation, Great Western Railway, Warrington Waterworks, and Littleport and Downham District.

BILLS READ A SECOND TIME.

FRESHWATER FISH PROTECTION. WEIGHTS AND MEASURES.

JULY 23.—BILL READ A THIRD TIME.

PRIVATE BILL.—Hen Valley.

HOUSE OF COMMONS.

JULY 18.—BILLS IN COMMITTEE.

CONTAGIOUS DISEASES (ANIMALS) (clauses 10—22). METROPOLITAN BOARD OF WORKS (MONEY) (passed through committee). TURNPIKE ACTS CONTINUANCE (passed through committee).

BILL READ A THIRD TIME.

POLICE EXPENSES ACT CONTINUANCE.

JULY 19.—BILL IN COMMITTEE.

CONTAGIOUS DISEASES (ANIMALS) (clauses 22—30).

JULY 22.—BILL IN COMMITTEE.

CONTAGIOUS DISEASES (ANIMALS) (clauses 30—67).

BILLS READ A THIRD TIME.

PRIVATE BILL.—Brook's Estate.

TURNPIKE ACTS CONTINUANCE.

JULY 23.—BILL READ A SECOND TIME.

POLICE EXPENSES ACT CONTINUANCE.

BILLS PASSED THROUGH COMMITTEE.

EPHING FOREST. COUNTY OF HEATFORD.

BILLS READ A THIRD TIME.

PRIVATE BILLS.—Croydon Tramways, Leominster and Bromyard Railway, Banbury and Cheltenham Direct Railway, Local Government Provisional Orders (Darenth Valley).

JULY 24.—BILLS READ A SECOND TIME.

SUPREME COURT OF JUDICATURE (OFFICERS). ELDERS'

WIDOWS' FUND.

BILL IN COMMITTEE.

CONTAGIOUS DISEASES (ANIMALS) (clauses 68—71).

BILL READ A FIRST TIME.

Bill to provide for the remuneration of jurors in criminal cases and on coroners' inquests, and for the better remuneration of jurors in civil cases (Mr. SHERIDAN).

BILL WITHDRAWN.

MARRIED WOMEN'S PROPERTY ACT (1870) AMENDMENT.

Law Student's Journal.

INCORPORATED LAW SOCIETY.

INTERMEDIATE EXAMINATION, 1879, UNDER THE SOLICITORS ACT, 1877.

The elementary works selected for the intermediate examination of persons under articles of clerkship for the year 1879 are—Smith on Contracts.—6th edition, 1874. Williams on the Principles of the Law of Real Property.—11th or 12th edition. Williams on the Principles of the Law of Personal Property.—10th edition. Haynes' Outlines of Equity.—3rd or 4th edition.

N.B.—For the year 1880 the elementary work will be Stephen's Commentaries on the Laws of England.

Candidates are required to be examined within the six months next succeeding the day on which they shall have completed half of the term of service.

Candidates are required to give to the secretary of the Incorporated Law Society thirty days' notice before the date of the examination at which they propose to be examined within the limit above mentioned, and at the same time to leave their articles of clerkship and any assignment thereof, or supplemental articles, duly stamped and registered, together with a certificate of their having passed the preliminary examination (unless they shall have been exempted therefrom), and answers to the questions as to due service and conduct up to that time. Prints of these questions can be obtained on application at the office of the Incorporated Law Society.

Candidates who apply to be examined under the fourth section of the Solicitors Act, 1860, may, on application, obtain copies of the further questions relating to the ten years' service antecedent to the articles of clerkship; and such questions, duly answered, must be left at the time of giving notice.

The examinations will be held in the hall of the society, Chancery-lane, London, on the following days in 1879, viz.:—Thursday, the 16th of January, at 10. Thursday, the 24th of April, at 10. Thursday, the 19th of June, at 10. Thursday, the 6th of November, at 10.

E. W. WILLIAMSON, Secretary.

Incorporated Law Society's Hall, Chancery-lane, London, W.C., July 1878.

N.B.—A renewed notice must be given fourteen days at least before the date of the examination.

The fee payable on giving notice of examination is £3, and for a renewed notice £1 40s. Cheques or Post-Office Orders should be crossed "Messrs. Goslings & Sharpe."

FINAL EXAMINATION UNDER THE SOLICITORS ACT, 1877.

Subjects of Examination in the year 1879.

1. Principles of law and procedure:

A. In matters usually determined or administered in the Chancery Division of the High Court of Justice.

B. In matters usually determined or administered in the

Queen's Bench, Common Pleas, and Exchequer Divisions of the High Court of Justice.

2. Principles of the law of real and personal property and the practice of conveyancing.

3. The law and practice of bankruptcy.

4. { Criminal law and practice.

{ Proceedings before justices of the peace.

5. The law and practice of the Probate and Divorce Division of the High Court of Justice.

The days appointed for the examinations in 1879 are :—
Tuesday the 14th and Wednesday the 15th January, at 10;
Tuesday the 22nd and Wednesday the 23rd April, at 10;
Tuesday the 17th and Wednesday the 18th June, at 10;
Tuesday the 4th and Wednesday the 5th November, at 10.

Candidates are required, by the regulations of the 27th November and 5th December, 1877, to give notice in writing forty-two days at least before the date of the examination to the secretary of the Incorporated Law Society, Chancery-lane, London.

Candidates are also required, at the same time, to leave with the secretary of the society their articles of clerkship and any assignment thereof, or supplemental articles, and the certificates of their having passed the preliminary examination, or evidence of their exemption therefrom, and certificates of having passed the intermediate examination, together with answers to the questions as to due service and conduct. Prints of these questions can be obtained on application at the office of the Incorporated Law Society.

Where articles of clerkship expire between 10th January and 15th April, candidates will be examined in January, 1879; between 14th April and 22nd May in April, 1879; between 21st May and 2nd November in June, 1879; between 1st November, 1879, and 11th January, 1880, in November, 1879, or at any subsequent examination.

N.B.—A renewed notice must be given fourteen days at least before the date of the examination.

The fee payable on giving notice of examination is £5, and for a renewed notice £2 10s. Cheques or post-office orders should be crossed "Messrs. Goslings & Sharpe."

FINAL EXAMINATION.

June, 1878.

At the examination of candidates for admission on the roll of solicitors of the Supreme Court, the examination committee recommended the following gentlemen, under the age of twenty-six, as being entitled to honorary distinction :—

Arnold Muir Wilson, who served his clerkship to Messrs. Binney & Sons, of Sheffield; and Messrs. Edward Doyle & Sons, of London.

John Thomas Anderson, who served his clerkship to Mr. Edward Atter, of Whitehaven.

Harry Plews, who served his clerkship to Messrs. Hugh Dunn & Watson, of Darlington; and Messrs. Iliffe, Russell, Iliffe, & Cardale, of London.

Charles Aloysius Maria Lightbound, who served his clerkship to Mr. John Parkinson, of Liverpool; and Messrs. Duncan, Hill, & Dickinson, of Liverpool; and Messrs. Gregory, Rowcliffe, Rowcliffe, & Rawle, of London.

William Ramsden, who served his clerkship to Mr. Robert Potter Berry, of Huddersfield; and Messrs. Shum, Crossman, Crossman, & Prichard, of London.

Arthur Newman, who served his clerkship to Messrs. E. Flux & Leadbitter, of London.

Robert Henry Carpenter, who served his clerkship to Mr. Robert Currie Thomas, of Bristol; Mr. William Benson, of Bristol; and Messrs. Gregory, Rowcliffe, Rowcliffe, & Rawle, of London.

Henry Ernest Ward, who served his clerkship to Mr. John Bunting, of Chesterfield.

Cecil Edward Kingsford, who served his clerkship to Messrs. Wightwick, Kingsford, & Wightwick, of Canterbury.

William Rudd, who served his clerkship to Messrs. Pearson & Pearson, of Kirkby Lonsdale; and Messrs. Crowder, Anstie, & Vizard, of London.

The Council of the Incorporated Law Society have accordingly awarded the following Prizes of Books:—

To Mr. Wilson, the Prize of the Honourable Society of Clifford's Inn.

To Mr. Anderson, the Prize of the Honourable Society of New Inn.

To Mr. Plews, Mr. Lightbound, Mr. Ramsden, Mr. Newman, Mr. Carpenter, Mr. Ward, Mr. Kingsford, and Mr. Rudd, Prizes of the Incorporated Law Society.

The examiners have also certified that the following candidates, under the age of twenty-six, who names are placed in alphabetical order, passed examinations which entitle them to commendation :—

Henry Bulcock, who served his clerkship to Messrs. Robinson & Sons, of Blackburn.

Frederick Arthur Evans, who served his clerkship to Mr. Thomas Lewis, of Narbeth, Pembrokeshire.

Alexander James Fenton, who served his clerkship to Mr. Sheldon Dudley Ashby, of London.

Archibald Henry John Fletcher, who served his clerkship to Messrs. Laycock, Dyson, & Laycock, of Huddersfield; and Messrs. Iliffe, Russell, Iliffe, & Cardale, of London.

John Sydenham Francis, who served his clerkship to Messrs. Smith, Symes, & Smith, of Crediton; and Messrs. Kendall & Congreve, of London.

Hugh Rogers Hartley, who served his clerkship to Mr. Sharon Grote Turner, of London.

James Thomas Heppell, who served his clerkship to Mr. Thomas William Denby, of London.

William Arthur Jellicorse, who served his clerkship to Messrs. Grundy & Kershaw, of Manchester; and Messrs. Pritchard, Englefield, & Co., of London.

Francis John Trewitt, who served his clerkship to Mr. John Graham, of Sunderland; and Mr. John Scott, of London.

William Augustus Woodley, jun., who served his clerkship to Messrs. Reed & Cook, of Bridgewater; and Messrs. Reed & Lovell, of London.

The council have accordingly awarded them certificates of merit.

The examination committee have further certified that the answers of the following candidates were highly satisfactory, and would have entitled them to commendation if they had not been above the age of twenty-six :—

Benjamin Thomas Bartrum, M.A., B.C.L., Charles John Buckmaster, William Handley Kay, Samuel Richard Meredith, B.A., and George Tilling, would have been entitled to certificates of merit.

The number of candidates examined in this term was 324; of these, 262 passed and 62 were postponed.

By order of the council,

E. W. WILLIAMSON, Secretary.

Law Society's Hall, Chancery-lane, London.

New Orders, Etc.

HIGH COURT OF JUSTICE.

CHANCERY DIVISION.

The Court of Justice (Salaries and Funds) Act, 1869.

Whereas by an order made under the above-mentioned Act, on the 17th day of December, 1873, it was determined that George Thomas Jenkins, who had then recently been appointed to the office of Principal or Chief Secretary to the Master of the Rolls, should hold such office on a salary of £800 per annum, subject to revision thereafter in the event of any change taking place in the nature of the duties, and without any claim to compensation if the result of such revision or of any steps which might be taken after the coming into operation of the Judicature Act, should lead to the alteration of the duties or salary of the office.

And whereas in consequence of the resignation of such office by the said George Thomas Jenkins, the Master of the Rolls, on the 26th day of June, 1878, appointed George Burvill Rashleigh, Barrister-at-law, to the same office, but no change has been made in the duties thereof. Now, therefore, the Lords Commissioners of her Majesty's Treasury, with the concurrence of the Lord Chancellor and of the Master of the Rolls, do determine and order that the said order of the 17th day of December, 1873, shall continue in force as if the name of George Burvill Rashleigh had been inserted therein instead of the name of George Thomas Jenkins.

Dated this 10th day of July, 1878.

CRICHTON.
ROW. WINN.

We concur in the above order.

CAIRNS, C.
G. JESSEL, M.R.

Court Papers.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	COUNT OF APPEAL.	MASTER OF THE ROLLS.	V.C. MALINS.
Monday, July..	29 Mr. King	Mr. Holdship	Mr. Latham
Tuesday	30 Farrer	Teesdale	Leach
Wednesday....	31 King	Holdship	Latham
Thursday, Aug. 1	Farrer	Teesdale	Leach
Friday	2 King	Holdship	Latham
Saturday	3 Farrer	Teesdale	Leach
	V. C. BACON.	V. C. HALL.	Mr. Justice FRY.
Monday, July..	29 Mr. Pemberton	Mr. Merivale	Mr. Clowes
Tuesday	30 Ward	Milne	Koe
Wednesday....	31 Pemberton	Merivale	Clowes
Thursday, Aug. 1	Ward	Milne	Koe
Friday	2 Pemberton	Merivale	Clowes
Saturday	3 Ward	Milne	Koe

SALES OF ENSUING WEEK.

July 30. — Messrs. FURBER & DANNAN, at the Guildhall Tavern, Gresham-street, at 12 for 1 p.m., a stock of wines and spirits (see advertisement, this week, p. 6).
 July 30. — Messrs. THURGOOD & DURHAM, at the Mart, at 2 p.m., freehold estates (see advertisement, this week, p. 6).
 July 31. — Messrs. BUCKLAND & SONS, at the Mart, at 1 for 2 p.m., freehold estates (see advertisement, this week, p. 6).
 July 31. — Messrs. FULLER, HORSEY, SON, & Co., at the Mart, at 2 p.m., freehold property (see advertisement, this week, p. 6).
 August 1. — Messrs. GAIRDNER & SONS, at the Mart, at 1 p.m., absolute reversions (see advertisement, this week, p. 5).

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

CROFT. — July 21, at 28, Royal-crescent, Notting-hill, the wife of Henry Herbert Stephen Croft, barrister-at-law, of a son.
 SINGTON. — July 19, at Manchester, the wife of Alfred Sington, barrister-at-law, of a son, stillborn.
 WILLES. — July 19, at 6, Loftus-terrace, West Kensington, W., the wife of Edward Prudentius Willes, of the Middle Temple, barrister-at-law, of a son.

MARRIAGE.

COOKE — BEAUFAY. — July 16, at St. Anne's, South Lambeth, Temple Ashwell Cooke, of the Middle Temple, barrister-at-law, to Margaretta, daughter of the late George Beaufay, of South Lambeth.

DEATHS.

STURDY. — July 20, at Bonn-on-the-Rhine, Daniel Sturdy, of 16, Cedars-road, Clapham-common, barrister-at-law, aged 49.
 TORR. — July 23, at Brookfield Cottage, Mitcham, John Smale Torr, of 38, Bedford-row, London, solicitor, aged 59.

LONDON GAZETTES.

Winding up of Joint Stock Companies.

FRIDAY, July 19, 1878.

LIMITED IN CHANCERY.

Copper, Lead, and Hematite Mining Company of Lanzi, Tuscany, Limited. — By an order made by the M.R. dated July 8, it was ordered that the above company be wound up. Church and Co, Bedford row, solicitors for the petitioner.
 Enri Slate Company, Limited. — The M.R. has fixed July 29 at 11, at his chambers as the time and place for the appointment of an official liquidator.
 Exeter Tramways Company, Limited. — Petition for winding up, presented July 18, directed to be heard before the M.R. on July 27. Fox, Chancery lane, solicitor for the petitioner.
 Holwell and District Waterworks Company, Limited. — By an order made by the M.R. dated July 8, it was ordered that the above company be wound up. Crump and Son, Philpot lane, agents for Ritson and Grundy, solicitors for the petitioner.
 Merchants Joint Stock Bank, Limited. — Petition for winding up presented July 15, directed to be heard before the M.R. on July 27. Deane and Co, South sq, Gray's Inn, solicitors for the petitioners.
 Merrybent and Darlington Railway Company. — By an order made by the M.R. dated, July 9, it was ordered that the above company be wound up. Clarke and Co, Gresham House, Old Broad st, agents for Allison and Co, Darlington, solicitors for the petitioners.
 Minho District Railway Company, Limited. — The M.R. has fixed July 31, at 12, at his chambers as the time and place for the appointment of an official liquidator.

Pure Carbon Gas Company, Limited. — Petition for winding up presented July 14, directed to be heard before the M.R. on July 27. Marsden, Gutter lane, Cheapside, solicitor for the petitioners.

TUESDAY, July 23, 1878.

LIMITED IN CHANCERY.

Last Chance Silver Mining Company of Utah, Limited. — Petition for winding-up presented July 18, directed to be heard before the M.R. on Aug 3. Crook and Smith, Abchurch chambers, Abchurch lane, solicitors for the petitioner.

Rushon Coal Company, Limited. — By an order made by V.C. Malins dated July 12, it was ordered that the above company be wound up. Minett and Co, New Broad st, solicitors for the petitioner.

STANWICH OF CORNWALL.

FRIDAY, July 19, 1878.

Wheel Sparrow Mining Company. — Petition for winding-up presented July 13, directed to be heard before the V.C. Warden at the Prince's Hall, Truro, on Aug 9 at 12. Affidavits intended to be used at the hearing, in opposition to the petition, must be filed at the Registrar's Office, Truro, on or before Aug 6, and notice thereof must be given to the petitioners or their solicitor. Chilcott, Truro, solicitor to the petitioner.

Creditors under Estates in Chancery.

Last Day of Proof.

TUESDAY, July 9, 1878.

Emery, John, Stafford, Builder. Aug 31. Scarlett v. Emery, V.C. Malins. Morgan, Stafford.
 Girling, Simon, Regina rd, Tollington Park, Gent. Aug 2. Girling v. Girling, V.C. Hall. Langham, Bartlett's buildings, Holborn circus.
 Smith, James, Whitby, Butcher. Oct 15. Smith v. Smith, V.C. Malins Thornton, Whitby.
 Stott, James Maud, Rastrick, Halifax. Oct 15. Stott v. Goodall, V.C. Malins. Wright, Bradford.

Creditors under 22 & 23 Viet. cap. 35.

Last Day of Claim.

FRIDAY, July 12, 1878.

Banks, Isabella, Preston, Lancashire. July 23. Threlfall, Southport.
 Bateman, William, Aldingbourne, Sussex, Yeoman. Aug 17. Sowton, Chichester.
 Bonner, James, Nuneaton, Warwick, Gent. Sept 12. Bland, Nuneaton.
 Chapman, Henry, Clevedon, Somerset, Chemist. Sept 2. Woodforde, Clevedon.
 De Soyres, Isabella, Belle Vue, Sandown. Aug 12. East and De Soyres Regent st.
 Dorson, Louisa, Margate. Aug 12. Kelcey, Margate.
 Dunsauloy, Alfred, Petersfield, Hants, Gent. July 25. Marvin, Southsea.
 Dyson, Hannah, Huddersfield. Oct 1. Berry, Huddersfield.
 Foster, Francis, Binfield, Berks, Bootmaker. Sept 2. Cooke, Wokingham.
 Foxton, Catherine, Dauntsey, Pendlebury, Lancashire. Sept 29.
 Heath and Sons, Manchester.
 Grey, Sir William, K.C.S.I., Governor of Jamaica. Sept 30. Hunters and Co, New sq, Lincoln's inn.
 Gyll, Gordon, Wiloughby James, Wraybury, Bucks, Esq. Sept 30.
 Hunters and Co, New sq, Lincoln's inn.
 Hampshire, Charles, Worsbrough Dale, York, Yeoman. April 30. Tyas and Co, Barnsley.
 Harvey, Rev Thomas, Cowden, Kent. Aug 31. Hastic, East Grimstead.
 Hedges, Joseph, Cleve, Somerset, Shoemaker. Sept 1. Meade-King and Bigg, Bristol.
 Hindson, Matthew, Rue Lafitte, Paris. Sept 8. Johnston and Harrison Raynold's buildings, Gray's Inn.
 Hobday, Thomas Francis, Talbot sq, Paddington, Lieut-Col on the Retired List of H. M.'s Bengal Army. Oct 31. Remnant and Penley, Lincoln's inn fields.
 Hughes, William, Garncans, Carmarthen, Stamp Distributor. Aug 31. Morris, Carmarthen.
 Irwin, William, Sale, Cheshire, Stationer. Sept 1. Horner and Son, Manchester.
 Kelsey, Sarah, Hawley, Hants. Sept 2. Cooke, Wokingham.
 King, Charles, Derby, Gent. Aug 12. Wastell, Derby.
 O'Reilly, Michael, Bishop's Stortford, Herts, Surgeon. Aug 10. Rae-Minching lane.
 Parkes, John, jun, Oakengates, Salop, Ironmonger. Sept 8. Phillips and Co, Shifnal.
 Riley, Elizabeth, Scarborough, York. Sept 11. Moody and Co, Scarborough.
 Roe, Hannah, Bakewell, Derby, Innkeeper. Oct 1. Taylor, Bakewell.
 Sberry, Thomas, Newport, Salop, Malkster. Aug 15. Fisher and Hodges, Newport.
 Templeman, Rev Alexander, Fackington, Somerset. Sept 28. Baker, Hminster.

Bankrupts.

FRIDAY, July 19, 1878.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar To Surrender in London.

Berger, George John, Newcastle, at, Strand, Bookseller. Pet July 16. Murray. July 31 at 12.
 Hare, Golden Styles, Old Broad st, Solicitor. Pet May 23. Hazlitt. July 31 at 2.
 Jones, John William, Selwood terrace, Brompton. Pet July 11. Murray. Aug 7 at 11.
 Legge, Henry Thomas, Essex st, Hackney, Cabinet Maker. Pet July 15. Brougham. Aug 1 at 11.
 Orr, Thomas, Albion lodge, Brook Green, Church Finisher. Pet July 18. Hazlitt. Aug 7 at 11.30.
 Spencer, Charles, Camomille st. Pet July 16. Murray. July 31 at 12.40.
 White, Richard, Milk st, Commission Agent. Pet July 17. Hazlitt. July 31 at 1.

To Surrender in the Country.

Bradbury, William Mark, Ruthin, Denbigh, Hotel Keeper. Pet July 15. Fugh, Wrexham, Aug 2 at 11.30.
 Bampton, Thomas Merrill's, Grantham, Lincoln, Cashier. Pet July 15.
 Patchitt, Nottingham, Aug 1 at 2.
 Rhodes, Henry, Pickles, Bramhope, York. Pet July 17. Marshall, Leeds, Aug 7 at 11.
 Robinson, William, Arkleside, York, Farmer. Pet July 13. Jefferson, Northallerton, July 29 at 11.
 Simmill, Samuel, Walsall, Builder. Pet July 15. Clarke, Walsall, Aug 1 at 3.
 Smith, Thomas Henry, Northampton, Accountant. Pet July 15. Dennis, Northampton, Aug 6 at 11.
 Webster, Charles Dakneyne, Nottingham, Corn Merchant's Clerk. Pet July 15. Patchitt, Nottingham, Aug 1 at 2.

TUESDAY, July 23, 1878.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar. To Surrender in London.

Barton, Charles, Golborne rd, Westbourne Park, Builder. Pet July 19. Murray, Aug 7 at 12.30.
 Mason, Frank, King's rd, Chelsea, Preserved Provision Dealer. Pet June 19. Spring-Rice, Aug 8 at 11.
 Smith, Edward, Ballance rd, Hemerton, Pet July 18. Hazlitt, Aug 7 at 12.

To Surrender in the Country.

Andrews, George, Northampton, Shoe Manufacturer. Pet July 10. Dennis, Northampton, Aug 6 at 12.30.
 Coward, Cecil Harold, and Anna Maria Coward, Bradford, Drapers. Pet July 19. Robinson, Bradford, Aug 2 at 9.
 Hall, Josiah James, and Joseph Hutton, Bristol, Ironmongers. Pet July 19. Harley, Bristol, Aug 8 at 2.
 Horsfield, Thomas John Robinson, Flat's common, nr Barnsley, Builder. Pet July 18. Linley, Barnsley, Aug 7 at 3.
 Kelly, Thomas, Birmingham, Draper. Pet July 18. Parry, Birmingham, Aug 2 at 2.
 McLaren, John Francis, Liverpool, Underwriter. Pet July 17. Bellringer, Liverpool, Aug 7 at 12.
 Woraley, Thomas, Bradford, Paper Hanger. Pet July 18. Robinson, Bradford, Aug 6 at 9.

BANKRUPTCIES ANNULLED.

FRIDAY, July 19, 1878.

Culpeck, Josiah, Long lane, Surrey, Fellmonger. July 13

TUESDAY, July 23, 1878.

Baldwin, Daniel, Werbridge, Contractor. July 11
 Hipe, William, Chadwell Heath, Essex, Gent. June 21

Liquidations by Arrangement.

FIRST MEETINGS OF CREDITORS.

FRIDAY, July 19, 1878.

Ackroyd, Thomas, Hucknall Torkard, Nottingham, Grocer. Aug 1 at 2 at offices of Cockayne, Fletechgate, Nottingham
 Allen, Frederick Charles, Maidstone, Dental Surgeon. July 29 at 11 at offices of Beale and Co, King st, Maidstone
 Ames, George, Lower Halling, nr Rochester, Bricklayer. July 27 at 11 at 11, Ordinance terrace, Ordinance place, Chatham. Wymond and Norman, Chatham
 Anderson, Joseph, Hibernia chambers, Southwark, Provision Merchant. Aug 6 at 2 at offices of Turquand and Co, Tokenhouse yard, Lothbury. Linklater and Co, Walbrook
 Archbold, Richard, Broomhouse, Northumberland, Farmer. July 31 at 11 at offices of Middlemas, Bondgate without, Alnwick
 Armstrong, William, Dunston, Durham, Builder. Aug 7 at 11 at offices of Von Dommer, Pilgrim st, Newcastle-upon-Tyne
 Atkinson, John, Lower Cumberworth, nr Huddersfield, Farmer. Aug 1 at 11 at offices of Amlage, Lord st, Huddersfield
 Atkinson, William, Sheffield, Boot Dealer. Aug 6 at 3 at offices of Blackwell, St Peter's Church walk, Nottingham
 Bachmann, John Henry, Mark lane, Coffee Exporter. Aug 15 at 3 at offices of Aird, Eastcheap
 Barker, George, Leeds, Builder. July 31 at 3 at offices of Pullan, Bank chambers, Park row, Leeds
 Barlow, Moses, Bolas heath, Salop, Farmer. Aug 2 at 12 at offices of Marry, Walker st, Wellington
 Beckett, John, A-hon-under-Lyne, Grocer. Aug 1 at 3 at the Mitre Hotel, Manchester. Toy and Broadbent, Ashton-under-Lyne
 Baisrow, Timothy Birne, and John Baisrow, Clayton, York, Machine Makers. July 31 at 11 at the White Swan Hotel, Princess st, Halifax. Longbottom
 Bridgart, William, Derby, Builder's Clerk. July 31 at 3 at offices of Briggs, Amen aley, Derby
 Brownhead, Edward, Skeimerdale, nr Ormskirk, Farmer. July 31 at 2 at offices of Gibson and Co, South John st, Liverpool. Bartley, Liverpool
 Brown, George, sen, George Brown, Jun, and William Henry Brown, Cow Cross st, Medical Glass Dealers. Aug 1 at 12 at offices of Cape and Harris, Old Jewry. Walker, Fournival's Inn
 Brownlow, John, West Barnsdale, Lincoln, Farmer. July 27 at 11 at the Yarrowburgh Hotel, Great Grimsby. Bell, Louth
 Burkinshaw, Edward, Barnsley, Sewing Machine Dealer. July 29 at 11 at offices of Gray, Eastgate, Barnsley
 Campbell, James, and William Watson, Liverpool, Blacksmiths. Aug 5 at 2 at offices of Stephens and Danger, Victoria st, Liverpool
 Carless, Thomas, Walsall, Collar Maker. July 20 at 11 at offices of Glover, Bridge st, Walsall
 Carlo, Seth, Folland row, Bethnal green, Printer. Aug 6 at 3 at offices of Minton, Cary lane. Turner, Aldermanbury
 Clarke, William Smart, Newport, Mon, Corn Dealer. July 31 at 12 at offices of Graham, Commercial st, Newport
 Clifton, John, Gray and rd, Peckham, Olman. July 26 at 4 at offices of Wetherill, Graham buildings
 Corbett, Charles Henry, Birmingham, Tailor. Aug 2 at 3 at offices of Horton, Colmore row, Birmingham
 Cox, John Edward, Trothy rd, Bernondsey, Currier. Aug 8 at 11 at the Masons' Arms Tavern, Masons' avenue, Basinghall st, Chalk, Moorgate st

Cottrell, James, Hoxton st, Hoxton, Boot Manufacturer. July 31 at 3 at offices of Palmer, Charles eq, Hoxton
 Creemer, William, Burnham, Somerset, Master Mariner. Aug 6 at 12 at offices of Reed and Cook, King eq, Bridgewater
 Crowe, Edward, Cawney hill, Dudley, Grocer. Aug 1 at 11 at offices of Lowe and Son, Wolverhampton st, Dudley
 Culpan, Spencer, Heckmondwy, Engineer. July 31 at 3 at the Railway Station Refreshment Rooms, Mirdfield. Iveson, Heckmondwy
 Cundlife, Henry, Rochdale, Merchant. Aug 2 at 3 at 8, York st, Manchester. March, Rochdale
 Drury, William, Liverpool, Underaker. July 29 at 2 at offices of Gibson and Bolland, South John st, Liverpool. Quion, Liverpool
 Earle, George Malins, Great Baddow, Essex. Wine Merchant. Aug 1 at 2 at offices of Woodard, Duke st, Chelmsford
 Ellis, Charles Hubert, York, Stuff Manufacturer. July 26 at 11 at offices of Watson and Dickons, Victoria chambers, Market st, Bradford
 Evans, William Cox, Bristol, Boot Maker. July 31 at 11 at offices of Pitt, Broad st, Bristol. Castle, Bristol
 Fairman, Charles Edward, Beckenham, Kent, Decorator. Aug 2 at 12 at offices of Mardon and Co, Moorvale st. Gregory, Moorvale st
 Fairweather, Henry, Toftwood common, East Dereham, Innkeeper. Aug 1 at 11 at offices of Saunders, Quebec st, East Dereham
 Fenton, Thomas, Newcastle-upon-Tyne, Innkeeper. Aug 6 at 3 at offices of Stubbs and Co, Gralinger st West, Newcastle-upon-Tyne. Duglish, Newcastle-upon-Tyne
 Fieldhouse, William John, Minerva st, Hackney rd, Licensed Victualler. July 29 at 2 at offices of Donne and Co, Princess st, Spitalfields
 Fletcher, George Raley, Coatham, York, Clerk in Holy Orders. Aug 10 at 10.30 at the Bull Hotel, Cambridge. Faber
 Forman, George James, Edward Jones, and Frederick John Garner, Manchester, Merchants. Aug 9 at 3 at 8, York st, Manchester.
 Foote and Edgar, Manchester
 Francis, James, and John Richards, Colly, Glamorgan, Innkeeper. July 29 at 11.30 at offices of Morgan and Scott, High st, Cardiff
 Gardiner, Charles, Hackney rd, Carriers' Agent. Aug 3 at 11 at offices of Morphet and Hanson, Chapside. Pettiver, College st, College hill
 Giovannelli, Edward, Goswell rd, Artificial Flower Maker. Aug 6 at 2 at offices of Layton and Co, Budge row
 Glascock, Robert, Theberton st, Islington, Cabinet Maker. July 30 at 4 at offices of Noon and Clarke, Blomfield st
 Goodwin, George, Great Grimsby, Snack Owner. July 30 at 3 at offices of Grange and Wintingham, St Mary's chambers, West St Mary's Gate, Great Grimsby
 Graham, James, Scotch, near Carlisle, Innkeeper. Aug 6 at 3 at offices of Wannop, Carruthers court, Scotch st, Carlisle
 Green, Levi, Hucknall Torkard, Nottingham, Builder. Aug 7 at 12 at offices of Fraser, Wheeler gate, Nottingham
 Griffin, John George, Axminster, Devon, Agent. Aug 2 at 11 at offices of Fewings, Queen st, Exeter. Hartnoll
 Hackine, John Broadbent, Manchester, Yarn Agent. Aug 6 at 3 at offices of Boote and Edgar, Booth st, Manchester
 Hale, Charles Richard, Winchester, Tailor. Aug 2 at 2 at offices of Adams and Co, Jewry st, Winchester
 Hammond, Richard Robert, Mendisheim, Suffolk, Grocer. Aug 7 at 11 at the Fox, Stowmarket. Goddard
 Harding, Susan Caroline, Mary Arnes Harding, and Sophia Harding, Frome, Somerset, Ladies' School Proprietors. Aug 2 at 3 at offices of Crittwell and Co, Frome
 Harding, William, Pembroke Dock, Pembroke, out of business. July 31 at 11 at offices of Williams, Lower Mayrick st, Pembroke Dock
 Hart, Alfred Henry, and James John Putter, Birmingham, Horticultural Builders. July 19 at 3 at the Queen's Hotel, Stephenson place, New st, Birmingham. Fitter, Birmingham
 Henson, William Eusebius, Liverpool, Corn Merchant. Aug 7 at 2 at offices of Harmood and Co, North John st, Liverpool. Yates and Co, Liverpool
 Hodgson, Thomas, Preston, Fruit Merchant. Aug 1 at 3 at offices of Edleston, Wincley st, Preston
 Hodson, Venrose, Burnell, Stafford, Manufacturer of Aerated Waters. Aug 2 at 11 at the Royal Hotel, Crewe. Sheratt, Tunstall
 Holmes, Robert, Worthington, Cumberland, Grocer. July 30 at 11 at offices of Whitelock, Bridge st, Worthington
 Howard, Thomas, Ainsdale, nr Southport, Builder. Aug 1 at 11 at offices of Thriftall, Lord st, Southport
 Hutchinson, Joseph Frederick, Barnley, York, Picture Frame Maker. July 27 at 11 at offices of Gray, Eastgate, Barnsley
 Jackson, James, Rochdale, Fianell Manufacturer. Aug 2 at 3 at offices of Sandring, King st, Rochdale
 Jacobs, James Sheridan Knowley, Berronhalsey sq, Drysalter. July 31 at 10 at offices of Piew and Co, Mark lane. Purser, Fenchurch st
 James, Richard, Neath, Woollen Manufacturer. July 30 at 11 at offices of Davies, Alma place, Neath
 Jarvis, Emanuel, Longton, Stafford, out of business. Aug 1 at 11 at offices of Welch, Caroline st, Longton
 Jones, James, Birmingham, Fruiterer. July 29 at 12 at offices of East, Cherry 4, Birmingham
 Joseph, Thomas, Liverpool, Tailor. Aug 6 at 2 at offices of Cotton, South John st, Liverpool
 Jowett, Daniel, Shipley, York, Auctioneer. Aug 1 at 2 at the Bull Inn, Shipley. Cotnam, Bradford
 Kelly, Richard Roper, Mark lane, Chemical Manufacturer. Aug 1 at 3 at the Great Northern Hotel, King's cross. Goulding and Jukes, Southampton st, Bloomsbury
 Leather, John, Bolton, Lancaster, Beirseller. July 31 at 10 at offices of Morgan, Foid st, Bolton
 Lidgoid, James Pearce, Cambrdge rd, Norbiton, Cattle Dealer. Aug 16 at 4 at the Grickens' Inn, Fairfield, Kingston. Marshall
 Linney, James, Manchester, Manufacturer of India Rubber Articles. July 31 at 3 at offices of Rylands and Barker, Essex st, Manchester
 Lucas, Ephron, Cardiff, Grocer. Aug 1 at 3 at offices of John Jenkins and Co, St. Mary st, Cardiff. Jones, Cardiff
 MeArthur, John, Livingston st, Looking Glass Manufacturer. Aug 1 at 2 at offices of Fuzze Neave, Chapside
 Middleton, George, Great Horton, York, Grocer. July 31 at 11 at Wellington chambers, Westgate, Bradford. Willis a Cox

Middleton, Richard, Abertillery, Monmouth, Contractor. Aug 1 at 3 at the Commercial Hotel, Abertillery. Morgan, Pontypool
 Miller, Samuel, Elisha's yard, Old Bethnal Green rd. Cabinet Maker. Aug 6 at 3 at offices of Thomas Mogg, Shore ditch High st. Clarke, Blomfield st
 Mitchell, John, and Henry Heath Haywood, Wood st, Westminster, Egg Importers. July 31 at 3 at offices of Carter and Bell, East-champ
 Moore, William, South Littleton, Worcester, Blacksmith. Aug 1 at 11 at the Cross Keys Inn, Evesham. Tree and Son, Worcester
 Murray, William Marr, Joseph Bartlett, John Callien, and Alfred Thomas Thornthwaite, St. John square, Clerkenwell, Philosophical Instrument Makers. Aug 6 at 3 at offices of Lumley and Lumley, Conduit st, Bond st
 Musgrave, Henry Musgrave, Jernyn st, St. James, no occupation. Aug 1 at 13 at offices of Chatteris and Co, Queen Victoria st. Pead, Parliament at
 Neumann, Martin, Hyde rd, Hoxton, Baker. Aug 8 at 2 at offices of Brown, Basinghall st
 Neal, James, Leamington Priors, Warwick, Fancy Draper. Aug 6 at 13 at offices of Field and Sons, Warwick st, Leamington
 Nelson, Horatio Walter, City rd, Wholesale Jeweller. July 31 at 3 at 145, Cheapside. Crouch and Spencer, Queen Victoria st
 News, Henry, Manchester, Upholsterer. July 31 at 11 at 52, Tomlinson st, Hulme, Manchester
 Newton, John, Wollston, Northampton, Ironstone Contractor. Aug 3 at 2 at offices of Heaghe, Market square, Wellingborough
 Norris, George, Small Heath, Birmingham, Builder. Aug 5 at 11 at offices of Post, Colmore row, Birmingham
 O'Meara, Henry Peter, Bridgewater gardens, Barbican, Licensed Victualler. July 27 at 1 at offices of Parke, Colebrook row, Islington
 Owen, John, and Richard Owen, Penyngton, Carnarvon, Farmers. Aug 6 at 1 at offices of Owen, Llyn st, Pwllheli
 Percy, Louis Hardwick, Kingston-upon-Hull, Fish Curer. July 29 at 12 at offices of Summers, Manor st, Kingston-upon-Hull
 Perry, William, Bordesley, Birmingham, Glassmaker. July 29 at 10.15 at offices of East, Cherry st, Birmingham
 Pison, Edward, Liverpool, Brewer. July 31 at 3.30 at offices of Gibson and Co, South John st, Liverpool
 Poy, John Stephen, Dorset street, Ball's Pond road, Baker. July 31 at 11 at offices of Breckle, Guildhall chambers, Basinghall street
 Pucher, Horton road, Hackney
 Pickford, Edward, Gorton, Lancashire, Plumber. Aug 6 at 11 at the Falstaff Hotel, Market place, Manchester. Tremewen, Manchester
 Pissel, Arthur, Riches court, Lime street, Merchant. Aug 6 at 2 at offices of Jackson & Browning, Backsberry. Welsh & Howell, Cheapside
 Pitt, William, Walsingham, Notts, Grocer. July 31 at 11 at the White Hart Hotel, Gainsborough. Beecroft, East Retford
 Powell, William Henry, Birmingham, Chandler Manufacturer. Aug 1 at 11 at offices of Beaton, Church street, Colmore row, Birmingham
 Pringle, Robert, Newcastle-upon-Tyne, Tailor. July 30 at 3 at offices of Strachan & Co, Grainger street West, Newcastle-upon-Tyne
 Richardson, Newcastle-upon-Tyne
 Richardson, Ralph Kingsome, Heaton road, Peckham, Mercantile Clerk. July 26 at 3 at offices of Wheelerfield, Queen street, Cheapside
 Rice, George, Aston, Warwick, Bone Boiler. Aug 1 at 3 at the Great Western Hotel, Monmouth street, Birmingham. Simmons, Birmingham
 Roberts, John, Beaufort, Brecon, Grocer. Aug 1 at 12 at offices of Gibbs & Llewellyn, Tredgar place, Newport
 Roberts, Thomas, Mold, Flintshire, Publican. July 31 at 2 at offices of Roper, King street, Mold
 Sanders, James, Jun, New Windsor, Berks, Butcher. Aug 7 at 3 at offices of Durant, Clarence villa, Windsor
 Shepherd, James, and Henry Shepherd, Todmorden, Yorkshire, Cotton Spinners. Aug 6 at 3 at offices of Grundy & Kerhaw, Booth street, Manchester
 Simplin, Samuel, Bolton Croft, H-llentate, Wigan, Collier. Aug 2 at 10 at offices of Lees, King street, Wigan
 Smith, John, Nottingham, Draper. Aug 1 at 4 at 12, Fletcher gate, Nottingham. Cockayne, Nottingham
 Snow, William, Cow cross street, West Smithfield, Builder. Aug 1 at 2 at the Inn of Court Hotel, Holborn. Harrison, High Holborn
 Stelfox, James, Ulverston, Lancashire, Grocer. Aug 5 at 2 at the Temperance Hall, Ulverston. Poole, Ulverston
 Styles, Annie Elizabeth, Cheltenham, Livery Stable Keeper. Aug 2 at 3 at offices of Fruton, Regent street, Cheltenham
 Taylor, George, Fenton, St. Edward-bire, Watchmaker. July 29 at 11 at the Queen's Hotel, Hanley. Ashmall, Hanley
 Taylor, Joseph, Huddersfield, Yarn Spinner. July 31 at 3 at offices of Welsh, Queen street, Huddersfield
 Taylor, William, Darlington, Cartman. Aug 6 at 11 at offices of Wooler, Priestgate, Darlington
 Thomason, James, Depford, Kent, News Agent. Aug 8 at 3 at offices of Young, Serjants' inn, Fleet street
 Todd, Thomas, Landowne road, South Lambeth, Baker. Aug 1 at 3 at 19, Worship street, Finsbury. Fenton, Highgate
 Treghilla, John, Plymouth, Miller. July 30 at 11 at offices of Greenway, Frankfort street, Plymouth
 Triet, John Henry Gwatkin, Saltash, Cornwall, Retired Major in the English Army. Aug 3 at 11 at the Duke of Cornwall Hotel, Plymouth. Caryon and Son, Truro
 Wakefield, Henry Thomas, Birmingham, Goldsmith. Aug 1 at 11 at offices of Foster, Bennett's hill, Birmingham
 Wake, Henry James, Acton, Notts. July 30 at 10 at 60, Fleet st. Gostly, Covent Garden
 Wallis, Joseph, Blanford, Notts, Grocer. Aug 12 at 3 at offices of Oranch and Stroud, Low pavement, Notts
 Weaver, Thomas, Greenwich, Leather Grindery. July 29 at 12 at offices of Sampson, Marylebone rd
 White, Alice Mary, With-stet at Pimlico, Dressmaker. July 31 at 11 at offices of Foster, Birch lane
 Wikie, John Young, Wolwich, Huddersfield. Aug 7 at 2 at offices of Dutton, Churton st, Pimlico

Willday, Edward, New Brighton, Cheshire, Fishmonger. Aug 5 at 2 at offices of Fowler, Cable st, Liverpool
 Willett, John, Tilston, Cheshire, Grocer. Aug 8 at 2 at offices of Lisle, Nantwich
 Williams, Alfred, Wolverhampton, Tin Plate Worker. Aug 7 at 12 at offices of Gattis, King st, Wolverhampton
 Williams, John, Llanelly, Licensed Victualler. July 31 at 11 at offices of Howell, Stepeny st, Llanelly
 Williamson, Philip Andrew, Mile end rd, Boot Maker. July 29 at 10 at offices of Biggander, North buildings, Eldon st
 Winkill, Peter Turner, Warrington, Auctioneer. Aug 2 at 3 at offices of Davies and Co, Market place, Warrington
 Wood, Timothy, Gloucester, Fishmonger. July 22 at 12 at the Acorn Hotel, Temple st, Birmingham. Jackson, Strand
 Woolley, John, Kildersrove, Stafford, Boot Maker. July 29 at 11 at offices of Mayer, Waterloo rd, Borslem
 Wrage, Thomas Robert, Walworth rd, Carpenter. Aug 2 at 3 at offices of Brunskill, Great James st, Bedford row

TUESDAY, July 23, 1878.

Abbott, Abraham, Gomersal, Innkeeper. Aug 5 at 11.30 at offices of Stapleton, Union st, Dewsbury
 Ainsworth, William Henry, Liverpool, out of business. Aug 2 at 3 at offices of Lurton, Harrington st, Liverpool
 Ashworth, William, Sheffield, Baker. Aug 8 at 3 at offices of Burdakin and Co, Norfolk st, Sheffield
 Auld, Josiah, Newcastle-upon-Tyne, Grocer. Aug 5 at 3 at offices of Gilbert, Collingwood st, Newcastle-upon-Tyne
 Benfield, Henry, Upper New-road, Earthenware Dealer. Aug 7 at 2 at the Guildhall Tavern, Gresham st. Ingle and Co, Threadneedle st
 Barnard, Henry, Bristol, Stationer. Aug 7 at 2 at Wood's Hotel, Farnival's inn, Saimon, Bristol
 Bar ton, John, Kingston-upon-Hull, Boatbuilder. Aug 6 at 3 at offices of Pickering, Parliament st, Kingston-upon-Hull. Singleton, Hull
 Bell, Joseph Milburn, Hutton-e-Hole, Durham, Salesman. Aug 2 at 11 at offices of Chambers, Sadler st, Durham
 Brewster, Charles George, Kendal, Westmorland, Draper. Aug 7 at 2 at the Board Room, Market place, Kendal. Garnett, Barrow-in-Furness
 Bridge, John Allan, Church st, Lissos grove, Unredeemed Piedre Salesman. Aug 10 at 11 at offices of Berkel-y, Marylebone rd
 Brunsell, Robert, Oxenthaite, Westmorland, Cattle Dealer. Aug 3 at 2 at offices of Heelis, inn, Appleby
 Burston, Stephen, Shoreham, Builder. Aug 7 at 3 at offices of Good man, North st, Brighton
 Buxton, Samuel, Bexley heath, Coach Builder. Aug 9 at 1 at offices of Moss, Gracechurch st
 Canberry, James, Baitor, York, out of business. Aug 2 at 11 at offices of Shaw, Bond st, Dewsbury
 Carr, John, Gateshead, Pawnbroker. Aug 3 at 2 at offices of Wilson, Collingwood st, Newcastle-upon-Tyne
 Clarke, James Sherwin, Derby, Wine Merchant. Aug 8 at 2 at offices of Moody, Corn Market, Derby
 Clarkson, James, Bolton, Bootmaker. Aug 5 at 11 at offices of Scowcroft, Townhall sq, Bolton
 Copping, George Southall, Bromley, Kent, Licensed Victualler. Aug 8 at 2 at the Guildhall Tavern, Gresham st. Pittman, Guildhall chambers
 Dandier, Isaac, Sunderland, Furniture Dealer. Aug 1 at 2 at offices of Joel, Newgate st, Newcastle-upon-Tyne
 Day, William, Woodyat, Dorset, Trainer of Race Horses. Aug 9 at 2 at the Three Swans Hotel, Salisbury. Wilson and Co
 Derx, Balhasar, Lower Whitecross st, Baker. Aug 2 at 2 at offices of Morris, Paternoster row
 Dickinson, Charles, Sibley, Lincoln, Farmer. Aug 8 at 3 at offices of Milington and Simpson, Boston
 Douglas, William Henry, Bulstrode st, Manchester sq, Warehouseman. Aug 7 at 2 at offices of Greening and Cheesman, Farringdon st. Toomey, Jun, Gibson sq
 Drwoy, Francis Henry, Chesterfield, Derby, Tailor. Aug 6 at 3 at offices of Cowdell, High st, Chesterfield
 Druce, William John, Wyndham rd, Camberwell, Baker. Aug 9 at 3 at 313, Camberwell rd. Nind, Stepeny
 Eastwood, George, Hapton, nr Burnley, Cotton Spinner. Aug 6 at 4 at offices of Adleshaw and Warburton, Norfolk st, Manchester
 Exton, John, Sheffield, Coal Merchant. Aug 6 at 3 at offices of Clegg and Sons, Bank st, Sheffield
 Falcus, John William, Sandgate, Newcastle-upon-Tyne, Licensed Victualler. Aug 7 at 11 at offices of Keenyside and Forster, St John's chambers, Grainger st West, Newcastle-upon-Tyne
 Feece, James, Epton, Salop, out of business. Aug 9 at 11 at offices of Morris, Swan Hill, Shrewsbury
 Garalde, James, Caywell, Huddersfield, Shopkeeper. Aug 7 at 3 at offices of Ramsden and Sykes, John Williams st, Huddersfield
 Gaukroger, Susanah, Todmorden, York, Cotton Manufacturer. Aug 6 at 11 at the Mitre Hotel, Cathedral yard, Manchester. Eastwood, Todmorden
 Glasbrook, Edward, Pilkewelly, Newport, Monmouth, out of business
 Aug 8 at 15 at offices of Vaughan, Dock st, Newport
 Green, Eliza Kerhaw, Burton-on-Trent, Cooper. Aug 9 at 3 at the Midland Hotel, Burton-on-Trent. Negus, Olney, Newport Pagnel
 Habria, Francis, Sunderland, Hairdresser. Aug 7 at 11 at offices of Rawlings, John st, Sunderland. Robinson, Sand-riand
 Haddock, William, Leeds, Plasterer. Aug 2 at 3 at offices of Ferns, Bank st, Leeds
 Hanks, Francis, Slough, Coal Merchant. Aug 10 at 2 at the Guildhall chambers, Basinghall st
 Hatfield, Thomas, Southwell, Nottingham, Commission Agent. Aug 8 at 13 at the Saracen's Head, Southwell. Pelly, Nottingham
 Hazzard, Richard, and Henry Caldwell, New Basinhall st, London Wall, Wool Brokers. Aug 15 at 2 at the Cannon st Hotel, Cannon st. Linkster and Co, Walbrook
 Hedgeand, William Martin, Gower st, Orzev Builder. Aug 9 at 2 at offices of Chapman and Co, Lincoln's inn fields
 Hildreth, David Grey, Middleborough, Watchmaker. Aug 6 at 11 at offices of Teale, Albert rd, Middleborough
 Holdsworth, Edward, East Croydon, Surrey, Merchant. Aug 10 at 1 at offices of Harwood and Stephenson, Lombard st

Horn, Benjamin, and Thomas Horn, Heaton Norris, Rope Manufacturers. Aug 2 at 3 at offices of Reddish and Lake, Bridge st, Stockport
 Hughes, Joseph, Bradford, nr Manchester, Builder. Aug 7 at 11 at offices of Sutton and Harding, Cooper st, Manchester. Sims, Manchester
 Hunter, Robert, Manchester, Provision Merchant. Aug 9 at 3 at offices of Addeshaw and Warburton, Norfolk st, Manchester
 James, Edward, Birkenhead, Stonemason. Aug 7 at 2.30 at offices of Quinn, South John st, Liverpool
 Jenner, John, Thornton, York, Grocer. Aug 8 at 3 at offices of Lodge, Wood st, Wakefield
 Jones, Thomas, Aberavon, Glamorgan, Rollerman. Aug 9 at 11 at offices of Davies, Alma place, Neath
 Kipl, George Middleton, St Helen's place, Bishopscote st, Merchant. Aug 16 at 2 at the Cannon at Hotel Cannon st. Ashurst and Co
 Kirke, George Walter Gilbert, Cornhill, Wine Merchant. July 30 at 4 at 15, Charlotte st, Port and place. Lewis, Weymouth st
 Lambert, Isaac, Box, Wilts, Mason. Aug 3 at 12 at offices of Ricketts, 3, Poragon, Bath
 Levy, James, Little Thurnock Grays, Essex, Licensed Victualler. Aug 6 at 12 at offices of Preston, Mark Lane
 Leigh, Joseph William Flexney, Carnaby st, Golden sq, Oilman. Aug 6 at 3 at offices of Hicklin and Washington, Trinity sq, Southwark
 Lloyd Charles, Wolvrey, Worcester, Grocer. Aug 7 at 3 at offices of Roden and Dawes, Bank but dines, Kidderminster
 Lovelock, Charles, Watlington, Oxford, of no trade. Aug 12 at 10 at offices of Rawson, High st, Great Marlow
 Marshall, John, York, Hotel Keeper. Aug 10 at 3 at offices of James, Lendal
 Massingham, Thomas, Newcastle-on-Tyne, Electric Engineer. Aug 8 at 12 at offices of Blacklock and White, Grey st, Newcastle-on-Tyne
 Metcalfe, George Chapman, Worton, York, Farmer. Aug 5 at 1.30 at the Miners' Arms Inn, Palmer Flatt, Aysgarth. Hammond, West Burton
 Milner, John, Birmingham, Iron Manufacturer. Aug 2 at 11 at offices of East, Cherry st, Birmingham
 Mitchell, John, Birmingham Heath, Birmingham, Builder. Aug 7 at 12 at the Great Western Hotel, Monmouth st, Birmingham
 Sanders and Co
 Morris, Ebenezer, Llandilo, Carmarthen, Builder. July 31 at 11 at offices of Williams, Market st, Llandilo
 Moseley, William, Glamorgan, Ale Dealer. Aug 2 at 10 at offices of Jones, Philharmonic chambers, St Mary st, Cardiff
 Nicholls, Amos, Montpellier, Bristol, Builder. Aug 2 at 3 at offices of Tricks and Co, City chambers, Nicholas st, Bristol. Clifton, Bristol
 Nichols, Samuel, and Richard Broad Nichols, Manchester, Wine Merchants. Aug 14 at 3 at offices of Sutton and Elliott, Fountain st
 Nighingale, William Bryant, Swansea, Metal Merchant. Aug 6 at 2 at offices of Glascombe, Fisher st, Swansea
 Norton, James Lee, Buckingham Palace rd, Patentee of Inventions. July 31 at 2 at offices of Duncan, Bedford row, Bloomsbury
 Pannett, Joseph Daniel, Swansea, Hoiler. Aug 2 at 11 at offices of Hartland and Co, Rutland st, Swansea
 Proudfoot, James, Carlisle, Potato Merchant. Aug 7 at 3 at 3, Carruthers court, Scotch st, Carlisle. Wannop, Carlisle
 Quarton, Joseph, York, Coal Agent. Aug 8 at 2 at offices of James, Lendal
 Ray, George, Elzwich, Stafford, Bookseller. Aug 6 at 11 at offices of Harvard, Waterloo st, Birmingham
 Richards, Henry, Bulwell, Nottingham, Butcher. Aug 12 at 3 at offices of Lees, Jon, Middle pavement, Nottingham
 Roberts, William, Whitechurch, Salop, Butcher. Aug 8 at 1 at offices of Elches, Whitechurch
 Robinson, Robert T. Middleborough, Grocer. Aug 1 at 11 at offices of Robinson, Litchborough rd, Middleborough
 Robinson, Cornel, Sedgley, Stafford, Ironmaster. Aug 14 at 11.30 at offices of Whitehouse, Queen st, Wolverhampton
 Rothwell, George, Brighouse, York, Stone Merchant. Aug 5 at 3 at offices of Tennant and Rayner, Brighouse
 Salmon, George William Hedges, Swindon, Wilts, Auctioneer's Clerk. Aug 3 at 10 at offices of Kinnell and Tombs, High st, Swindon
 Shuttleworth, Henry, Blackburn, Licensed Victualler. Aug 8 at 3 at offices of Hutchinson, St John's chambers, Blackburn. Whalley, Blackburn
 Steer, Edward, Worth, Sussex, Grocer. Aug 13 at 3 at offices of Pearsons and Beal, The Broadway, Tunbridge Wells
 Stokes, Elizabeth, Harry Edward Stokes, and George Henry Stokes, Sevenoaks, Kent, Upholsterers. Aug 8 at 11.30 at offices of Holcroft and Co, Sevenoaks
 Sufill, John, Kirkgate, Leeds, Flour Dealer. Aug 6 at 3 at offices of Hayes and Co, Britannia buildings, Oxford place, Leeds. Bointon Thomas, William Jones, Llanelli, Carmarthen, Publican. Aug 5 at 12 at offices of Sneed, Greenfield place, Llanelli
 Thompson, Harry, Aston New Town, Birmingham, Beer Retailer. Aug 1 at 16.15 at offices of East, Cherry st, Birmingham
 Tiffin, Charles Hart, Falkstone, Bookeller. Aug 7 at 2 at the Gallia Tavern, Gresham st, Minter, Folkestone
 Tilly, John Cotton, Bilston, Grocer. Aug 5 at 11 at the Globe Inn, Mount Pleasant, Bilston. Bowen, Bilston
 Turner, Alfred, Ladywood, Birmingham, out of business. Aug 2 at 3 at offices of Fellows, Cherry st, Birmingham
 Turner, James, Boroughbridge, York, Grocer. Aug 6 at 2 at offices of Paer, Boroughbridge
 Veier, David, Birmingham, Ironfounder. Aug 3 at 12 at offices of Ladbury, Newhall st, Birmingham
 Warrington, Henry, Hylbeck, York, Bedding Maker. Aug 2 at 3 at offices of Harland, South parade, Leeds
 Wells, George, Suffolk st, Bethnal green, Licensed Victualler. Aug 7 at 2 at offices of Clayham and Pich, Bishopsgate without
 Whitaker, James, Rossington, York, Coal Merchant. Aug 7 at 3 at offices of Collinson and Co, Priory place, Doncaster
 Whitehouse, Benjamin, Sedgley, Stafford, Ironmaster. Aug 5 at 12 at the Queen's Hotel, Birmingham. Hall, Bilston
 Wickham, Maria Anne, South Crofton. Aug 1 at 1 at 11, Ironmonger lane, Pullen, Basinghall st
 Wilkinson, Joseph, Shem-ld, Watchmaker. Aug 3 at 12 at offices of Wilson and Clayton, Surrey st, Sheffield

Wood, George, Ilkestone, Lerby, Builder. Aug 7 at 3 at offices of Briggs, Amen alley, Derby
 Wright, James William, Cannon st, Floor Cloth Manufacturer. July 31 at 3 at offices of Cliff, Chesapeake
 Young, James John, Ipswich, Chemist. Aug 2 at 11 at offices of Pencock, St Peter's st, Ipswich

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